UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK

FUTURE MEDIA ARCHITECTS, INC.,

Plaintiff,

v.

Case No.: 08-cv-02801(LAK)

DEUTSCHE LUFTHANSA AG,

Defendant.

JURY TRIAL REQUESTED

APR 2 4 7

FIRST AMENDED COAFF, SID IN.Y.

Plaintiff Future Media Architects, Inc. (hereinafter referred to as "FMA" or "Plaintiff"), by its attorneys, Kenyon & Kenyon LLP, as and for its First Amended Complaint against defendant Deutsche Lufthansa AG (hereinafter referred to as "Lufthansa" or "Defendant"), alleges as follows, upon knowledge with respect to itself and its own acts, and upon information and belief as to all other matters:

Nature of Action and Subject Matter Jurisdiction

1. This is a declaratory judgment action arising under the trademark laws of the United States and the Anticybersquatting Consumer Protection Act, 15 U.S.C. § 1051 et seq. By this action, FMA seeks review of its rights to a domain name under 15 U.S.C. § 1114(2)(d)(v) and a declaratory judgment that: (1) its ownership of the domain name www.lh.com does not violate any alleged rights owned by Defendant; and (2) any trademark rights in and to the phrase "lh" allegedly owned by Defendant are invalid, void and/or otherwise unenforceable. FMA also seeks a judgment against Defendant for

tortious interference with prospective business relations; fraud and cancellation of U.S. Trademark Registration No. 1,871,600.

2. Subject matter jurisdiction over this action is conferred upon this Court: (i) pursuant to 28 U.S.C. §§ 2201 and 2202, because it involves a request for declaratory judgment in a case of actual controversy; and (ii) pursuant to 28 U.S.C. §§ 1331 and 1338, and 15 U.S.C. §§ 1114 and 1125, because, *inter alia*, the suit concerns rights under the Lanham Act.

Personal Jurisdiction and Venue

This Court has personal jurisdiction over Defendant, and venue is properly laid in the Southern District of New York, pursuant to 28 U.S.C. § 1391, in that, on information and belief, Defendant is doing and transacting business within this District; has substantial contacts with and/or may be found in this District; and/or a substantial portion of the events at issue have arisen and continue to occur in this Judicial District, among others.

The Parties

- 3. Plaintiff FMA is an Internet development company with a business address at P.O. Box 71, Road Town, Tortola, British Virgin Islands.
- 4. On information and belief, Defendant Lufthansa is a German Corporation with addresses at Von-Gablenz-Strasse 2-6, 50679 Koln, Germany and 1640 Hempstead Turnpike, East Meadow, NY 11554.

Background of the Controversy

- 5. FMA is a leading Internet development company. It develops its own Internet properties, Internet portals and technology.
 - 6. FMA's own development projects include, for example:

MP3.tv, a music community portal that was launched by FMA in January 2002. This website enjoys hits from well over 30,000 unique visitors a day from more than 120 countries.

DJ.net, a portal for DJs who require a web presence and want to network with other professionals in their industry. This site was launched by FMA in February 2003 and is also available as a search engine to locate a DJ.

OXiDE.com, FMA's own search engine.

- 7. FMA does not do development for third parties.
- 8. As part of its business, FMA is the owner of approximately 100,000 domain names.
- 9. FMA does not sell its domain names, and does not purchase domain names with the intention of selling them.
- 10. In fact, anyone contacting FMA regarding the purchase of a domain name is automatically sent the following email:

Dear Sir/ Madam,

To individuals and entities interested in purchasing a domain name from FMA, we regret to advise you that pursuant to the Company's Policy and Strategic Planning, all domain names owned by Future Media Architects, Inc. are not for sale at this time. We do not anticipate this policy changing in the near future.

- 11. One of the domain names owned by FMA is <www.lh.com> (the "Domain Name").
- 12. FMA has received numerous offers to purchase the Domain Name, including at least one offer of one million dollars or more.
- 13. Despite the significant amount of money offered for the Domain Name, FMA has not sold the domain name.

- 14. One such entity that has offered to purchase the domain name, although for an undetermined price, is Defendant.
- 15. Defendant first contact FMA regarding the Domain Name approximately two years ago.
- 16. As per its policy, FMA did not enter negotiations to sell the Domain Name.
- 17. Since first contacting FMA, Defendant has periodically contacted FMA or its attorneys at Kenyon & Kenyon seeking to negotiate the sale or transfer of the Domain Name to Defendant.
- 18. FMA has steadfastly refused to sell the Domain Name to Defendant, or any other party.
- 19. On or about February 25, 2008 Defendant filed a U.D.R.P. Complaint against FMA seeking a forced transfer of the Domain Name to Defendant (Case Number FA0802001153492). The U.D.R.P. three-member Panel ordered the transfer of the Domain Name to Defendant on April 22, 2008, with a dissenting opinion that did not agree with the order to transfer the Domain Name.
 - 20. In support of its U.D.R.P. Complaint, Defendant alleges, inter alia, that:
- (1) it owns the "internationally known and famous trademark and service mark LH";
- (2) FMA's use of the Domain Name creates a likelihood of confusion with Defendant's alleged LH mark;
 - (3) FMA has no right to the Domain Name; and
 - (4) FMA registered the Domain Name in bad faith.
- 21. FMA's ownership of the Domain Name does not infringe any rights that Defendant may allegedly own.

- 22. FMA has never had a bad faith intent to profit from the Domain Name or exercised bad faith in any manner.
 - 23. FMA did not register or acquire the Domain Name in bad faith.
- 24. FMA has a right to own and use the Domain Name as it did not register or acquire it in bad faith.
- 25. Defendant's alleged LH mark is not distinctive now, and was not distinctive when FMA acquired the Domain Name.
- 26. Luftansa's alleged LH mark is not famous now, and was not famous when FMA acquired the Domain Name.
- 27. Defendant does not have any protectable rights to its alleged LH mark in the United States.
- 28. FMA's ownership of the Domain Name is not likely to cause confusion with any rights allegedly owned by Defendant.
- 29. FMA has always believed, and continues to believe that the use of the domain name was a fair use or otherwise lawful, as the term "lh" is not distinctive of any one source or entity.
- 30. Thus, an actual and justiciable controversy concerning FMA's ownership of the Domain Name exists between FMA and Defendant.
- 31. In light of the facts averred above, FMA has a reasonable apprehension that Defendant will initiate a trademark infringement and/or cybersquatting suit against it, claiming that FMA is infringing Defendant's alleged rights by its ownership of the Domain Name.
- 32. Furthermore, FMA is entitled to United States Federal Court review of its rights to the Domain Name under 15 U.S.C. § 1114(2)(d)(v); as the Domain Name has

been suspended, placed outside of the control of FMA and ordered transferred as a result of the U.D.R.P. proceeding.

33. In its U.D.R.P. Complaint, Defendant states that its "company Lufthansa was founded in 1926 in Berlin, Germany, and that its right to the alleged LH mark dates back to 1929." (See Exhibit A, U.D.R.P. Complaint, ¶ 13.) However, a review of Defendant's own evidence in support of its U.D.R.P. Complaint revealed that:

... Lufthansa was always the favorite air carrier of Adolf Hitler and, later, was the official airline of the Nazi party. . . [A]ll service was suspended by Lufthansa following Germany's defeat in 1945.

Lufthansa was recreated on 6 January 1953 as Aktiengesellschaft für Luftverkehrsbedarf and was renamed Deutsche Lufthansa Aktiengesellschaft on August 6, 1954. The "new" Lufthansa of 1953 is not the legal successor of the Lufthansa founded in 1926 and which existed during and before World War II.

(See Exhibit A, U.D.R.P. Complaint, Exhibit E thereto, emphasis added).

34. Defendant's own website confirms that the statements made in Defendant's U.D.R.P. Complaint were false, stating that:

All flights are discontinued in 1945 and Lufthansa goes into receivership and is finally wound up and struck from the Berlin commercial register in 1965.

The Federal Transport Minister sets up a working committee in 1951 to prepare for the resumption of air traffic in postwar Germany. . . . A new company to run air services and named "Aktiengesellschaft für Luftverkehrsbedarf" (Luftag) is founded in Cologne on January 6, 1953. The company changes its name to the more traditional "Deutsche Lufthansa Aktiengesellschaft" in 1954, and resumes scheduled flights on April 1, 1955.

Lufthansa – Chronicle, http://konzern.lufthansa.com/en/html/ueber_uns/geschichte/ chronik/index.html (emphasis added).

- 35. When it submitted its U.D.R.P. Complaint on or about February 25, 2008, Defendant certified that the information contained in its Complaint "is to the best of Complainant's knowledge complete and accurate."
- 36. As explained herein, the information contained in Defendant's Complaint was not accurate. Therefore, when Defendant submitted its Complaint stating, *inter alia*, its "company Lufthansa was founded in 1926 in Berlin, Germany, and that its right to the alleged LH mark dates back to 1929," such information was false. Additionally, Defendant's statement that the information contained in its Complaint "is to the best of Complainant's knowledge complete and accurate" was also false.
- 37. Defendant misrepresented the scope, history and validity of its alleged trademark rights intentionally, and knowingly and willfully made false statements in its U.D.R.P. Complaint. Defendant's false statements were made with the intent to induce the Panel deciding the U.D.R.P. proceeding to transfer the Domain Name to Defendant.
- 38. The U.D.R.P. Panel reasonably relied upon the truth of Defendant's false statements, and the U.D.R.P. Panel, did, in fact, order the transfer of the Domain Name.
- 39. Defendant's false statements were material to the U.D.R.P. proceeding and resulting transfer order.
- 40. Defendant knew, or should have known, that the statements were false at the time it filed its U.D.R.P. Complaint.
- 41. FMA has been damaged by Defendant's false statements because, at a minimum, the U.D.R.P. Panel has ordered the transfer of the Domain Name based upon Defendant's false statements.
- 42. Further, Defendant's allegations and U.D.R.P. proceedings are an attempt to strong-arm FMA and interfere with FMA's prospective business relations.

- 43. Unwilling to accept that FMA was the rightful owner to the lh.com

 Domain Name and that FMA did not want to sell them the Domain Name, Defendant
 initiated a U.D.R.P. proceeding against FMA that amounts to reverse domain name
 hijacking.
- 44. As a result of Defendant's conduct outlined herein, Defendant has caused injury to FMA's reputation as a legitimate business and domain name registrant and has harmed its relationship with its customers.
- 45. Moreover, the inconsistencies and outright falsehoods contained in Defendant's U.D.R.P. complaint evidence a larger pattern of Defendant's misconduct in falsely and fraudulently claiming trademark rights it does not own.
- 46. For example, Defendant's application bearing serial number 74/383,263 for the LUFTHANSA mark was filed on April 27, 1993, and recites as its goods and services "air, land and marine passengers and freight transportation services; travel agency services including making air, sea and land reservations; arranging travel tours and cruises for others; vehicle rental services; services of chartering aircraft or ships; cargo handling services, warehouse storage services and freight forwarding services."
- 47. Defendant states in its trademark application, filed on or about April 27, 1993, that "the [LUFTHANSA] mark was first used at least as early as 1929; was first used in commerce which the United States Congress may regulate between the United States and Germany at least as early as 1929."
- 48. This statement was material to the prosecution of the application, and was relied upon by the USPTO in granting the registration for the LUFTHANSA mark.
- 49. Defendant's first use of the LUFTHANSA mark could not have been any earlier than the date of its own corporate inception in 1953. As such, Defendant's alleged

first use date is fraudulently stated as a quarter century earlier than its actual first use date.

- 50. Defendant knew, or should have known, that it had not used the LUFTHANSA mark in 1929, because, for example, its own website states that it did not exist yet.
- 51. Defendant intentionally made such false statements to induce the USPTO to grant the registration, and the USPTO reasonably relied upon the truth of the false statements and grated U.S. Trademark Registration for LUFTHANSA (Reg. No. 1,871,600).
- 52. FMA is likely to be damaged by U.S. Trademark Registration for LUFTHANSA (Reg. No. 1,871,600).
- 53. In light of the above, it is clear that Defendant committed fraud on the USPTO by claiming a false or fraudulent first use date of the LUFTHANSA mark.
- 54. When a trademark applicant commits fraud in the procurement of a mark by making material misrepresentations that it knows or should know to be false, its registration is subject to cancellation. *Medinol Ltd. v. Neuro Vasx, Inc.*, 67 U.S.P.Q.2d 1205 (T.T.A.B. 2003).
- 55. Pursuant to the *Medinol* line of cases and 15 U.S.C. § 1119, Defendant's LUFTHANSA registration (U.S. Trademark Reg. No. 1,871,600) should be canceled.

COUNT I

DECLARATION THAT FMA'S OWNERSHIP OF THE DOMAIN NAME DOES NOT VIOLATE ANY OF DEFENDANT'S ALLEGED RIGHTS

56. FMA repeats and realleges each and every allegation contained in paragraphs 1 through 55 of this Complaint as though fully set forth herein.

57. By reason of the existence of an actual and justiciable controversy as discussed herein, FMA is entitled to a declaratory judgment that its ownership of the Domain Name does not violate any rights owned by Defendant. Accordingly, FMA seeks a declaration of the Court that its ownership of the Domain Name does not violate any rights owned by Defendant.

COUNT II

DECLARATION THAT DEFENDANT'S ALLEGED LH MARK IS INVALID, VOID AND/OR OTHERWISE UNENFORCEABLE

- 58. FMA repeats and realleges each and every allegation contained in paragraphs 1 through 57 of this Complaint as though fully set forth herein.
- 59. By reason of the existence of an actual and justiciable controversy as discussed herein, FMA is entitled to a declaratory judgment that any trademark rights in and to the phrase "lh" allegedly owned by Defendant are invalid, void and/or otherwise unenforceable. Accordingly, FMA seeks a declaration of the Court that any trademark rights in and to the phrase "lh" allegedly owned by Defendant are invalid, void and/or otherwise unenforceable.

COUNT III

TORTIOUS INTERFERENCE WITH PROSPECTIVE BUSINESS RELATIONS

- 60. FMA repeats and realleges each and every allegation contained in paragraphs 1 through 59 of this Complaint as though fully set forth herein.
- 61. At all relevant times, Defendant was aware of the business relations between FMA and its customers and potential customers.
- 62. Despite such knowledge, Defendant purposely, wrongfully and/or unlawfully interfered with FMA's business relations, by, for example, intentionally making false statements to induce the wrongful transfer of the Domain Name.

- 63. Defendant acted for the sole purpose of inflicting intentional harm on FMA.
- 64. By launching against FMA an aggressive and frivolous U.D.R.P. proceeding that constitutes reverse domain name hijacking, Defendant has harmed FMA's reputation as a legitimate business and domain name registrant. As a direct and proximate cause of Defendant's tortious conduct, FMA has suffered, and will continue to suffer, monetary damage, loss and injury, in an amount to be determined at trial.

COUNT IV

FRAUD

- 65. FMA repeats and realleges each and every allegation contained in paragraphs 1 through 64 of this Complaint as though fully set forth herein.
- 66. Defendant, though its conduct described herein, has made material misrepresentations of fact in the furtherance of its U.D.R.P. complaint.
 - 67. Defendant knew, or should have known, that such statement were false.
- 68. Defendant intentionally made such statements so that the Panel deciding the U.D.R.P. action would rely on such false statements.
- 69. The U.D.R.P. panel did rely on such statements, such reliance being reasonable.
- 70. As a result of Defendant's fraud, FMA has been damaged in an amount to be determined at trial.

COUNT V

CANCELLATION OF DEFENDANT'S LUFTHANSA MARK

71. FMA repeats and realleges each and every allegation contained in paragraphs 1 through 70 of this Complaint as though fully set forth herein.

- 72. This claim is for cancellation of United States Trademark Registration No. 1,871,600 for the alleged mark LUFTHANSA pursuant to 15 U.S.C. § 1119.
- 73. Defendant procured the Registration as a result of false allegations of material facts made to the United States Trademark Office during the prosecution of its application, which allegations Defendant made intentionally and knew or should have known were false. Accordingly, Defendant obtained the Registration through means of fraud.
- 74. FMA is likely to be damaged by U.S. Trademark Registration for LUFTHANSA (Reg. No. 1,871,600).
 - 75. The registration is subject to cancellation pursuant to 15 U.S.C. § 1064.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff FMA demands judgment against Defendant Lufthansa for:

- A. a declaration of the Court that FMA's ownership of the Domain Name does not violate any rights owned by Defendant;
- B. a declaration of the Court that any trademark rights in and to the phrase "lh" allegedly owned by Defendant are invalid, void and/or otherwise unenforceable
- C. an injunction prohibiting Defendant from alleging or threatening that FMA's use of the Domain Name or the term "lh" does violate any federal, state, or common law trademark rights owned by Defendant, including without limitation, prohibiting Defendant from seeking transfer of the Domain Name via U.D.R.P. or any other means;
- D. an injunction restraining and enjoining Defendant from tortiously interfering with FMA's prospective business relations;

- E. cancellation of Defendant's U.S. Trademark Registration for LUFTHANSA (Reg. No. 1,871,600);
- F. requiring Defendant to account and pay over to FMA all damages sustained by FMA;
 - G. an award of costs and reasonable attorneys' fees; and
 - H. such other and further relief as the Court may deem equitable and proper.

Dated: April 24, 2008

KENYON & KENYON LLP

By:

James E. Rosini (JR 7791) Michelle Mancino Marsh (MM 1494) Michael Kelly (MK 6776) One Broadway New York, New York 10004 (212) 425-7200

Attorneys for Plaintiff
Future Media Architects, Inc.

EXHIBIT A



DEUTSCHE LUFTHANSA AG,

Complainant,

Disputed Domain Name: Ih.com

٧.

File Number: FA0802001153492

FUTURE MEDIA ARCHITECTS, INC.

Respondent.

COMPLAINT IN ACCORDANCE WITH THE UNIFORM DOMAIN NAME DISPUTE RESOLUTION POLICY

I. Introduction

1. This Complaint is hereby submitted for decision in accordance with the Uniform Policy for Domain Name Dispute Resolution, adopted by the Internet Corporation for Assigned Names and Numbers ("ICANN") on August 26, 1999 ("Policy"), the Rules for Uniform Domain Name Dispute Resolution Policy, approved by ICANN on October 24, 1999 ("Rules"), and the National Arbitration Forum (the "Forum" or "NAF") Supplemental Rules for Uniform Domain Name Dispute Resolution Policy ("Supplemental Rules"), effective January 1, 2006. *See* Rules 3(b)(i).

II. The Parties

A. The Complainant

[Rule 3(b)(ii) and (iii)]

- 2. The Complainant in this administrative proceeding is Deutsche Lufthansa AG ("Lufthansa" or "Complainant") an internationally famous German aviation company having its business headquarters in Köln, Deutschland (Germany).
- 3. The Complainant's contact details are as follows: Complainant's address is Von-Gablenz-Strasse 2-6, 50679 Köln, Deutschland (Germany), its telephone number is +49 221.826.2444, and its fax number is +49 221.826.2286.
- 4. The Complainant's authorized representatives in this administrative proceeding are Dennis J. Mondolino and Christine A. Pepe of the law firm of McDermott Will & Emery LLP, 340 Madison Avenue, New York, New York 10173. Dennis Mondolino's telephone number is (212) 547-5823, his facsimile number is (212) 547-5444, and his e-mail address is dmondolino@mwe.com. Christine Pepe's telephone number is (212) 547-5414, her facsimile number is (212) 547-5444, and her e-mail address is cpepe@mwe.com.
- 5. The Complainant's preferred methods of receiving communications are as follows: electronic-only material should be sent to Dennis Mondolino at dmondolino@mwe.com and to Christine Pepe at cpepe@mwe.com. Materials including hardcopy should be sent by facsimile to the attention of Dennis Mondolino and Christine Pepe at (212) 547-5444.

B. The Respondent

[Rule 3(b)(v)]

- 6. According to Network Solutions, LLC's ("Network Solutions") "Whois" query results, the Respondent in this administrative proceeding is Future Media Architects, Inc. ("FMA"). A copy of the database record for the domain name that is the subject of this Complaint is attached hereto as Exhibit A.
- 7. All information known to the Complainant regarding how to contact Respondent is as follows: Respondent's address is listed as PO Box 71, Road Town, Tortola 99999 VG.

 Respondent's email address is dns-admin@fma.net. Respondent's phone number is (703) 868-6000 and facsimile number is (703) 780-4738.
- 8. Upon information and belief, the attorney for Respondent is James E. Rosini, Kenyon & Kenyon, One Broadway, New York, NY 10004-1050. By way of background, on December 13, 2006, counsel for Lufthansa wrote a cease and desist letter to Respondent at the above address, placing Respondent on notice of Complainant's rights and further, asserting that Respondent's registration and use of Respondent's domain name *lh.com* was unlawful and constituted unfair competition, intentional trademark infringement, trademark dilution and false designation of origin. *See* attached Exhibit B. On January 10, 2007, Respondent's counsel responded by attacking Complainant's rights in the mark LH. *See* attached Exhibit C.

III. The Domain Name and Registrar

[Rules 3(b)(vi) and (vii)]

- 9. This dispute concerns the domain name *lh.com* (the "Domain Name").
- 10. The registrar of record for the Domain Name is Moniker Online Services, LLC ("Moniker"). The address for Moniker is 20 SW 27th Avenue, Suit 201, Pompano Beach, Florida 33069, its telephone number is (800) 841-7686, and its email is support@moniker.com.
- 11. Moniker has adopted the Policy and Rules, which are incorporated by reference into its Registration Agreement and Dispute Policies, which are attached hereto as Exhibit D.

IV. The Trademarks and Service Marks Upon Which the Complaint is Based [Rule 3(b)(viii)]

- 12. This Complaint is based upon the internationally known and famous trademark and service mark LH, which has been adopted and continually used in commerce by the Complainant since at least as early as 1945 in connection with the advertising and sale of, *inter alia*, airline flights and generally aviation and travel-related products and services.
- 13. Complainant's company Lufthansa was founded in 1926 in Berlin, Germany. The company's original name was Deutsche Luft Hansa Aktiengesellschaft. The mark LH derives from Complainant's corporate name "Luft Hansa," which originally was used as two separate words. In German, Luft means "air" and Hansa refers to the Hanseatic League, a powerful medieval trading group. See Exhibit E, publicly available information and promotional materials regarding Complainant Lufthansa.
- 14. In 1945, the International Airline Traffic Association ("IATA") assigned Complainant Lufthansa the airline designator "LH." See Exhibit F. By way of background,

IATA is the global trade organization for the air transport industry and is responsible for building the commercial standards of the aviation industry. See Exhibit F. One of IATA's goals is to ensure that people and goods can move around the global airline network as easily as if they were on a single airline in a single country. Id. IATA is the prime vehicle for inter-airline cooperation in promoting safe, reliable, secure and economical air services for the benefit of the world's consumers. Id.

- Since 1945 and continuing to the present, Complainant has used the mark LH and 15. the LH designator in commerce: the mark LH appears next to all of Complainant's flight numbers on all customer tickets (including electronic tickets) and on airport departure/arrival monitors (also referred to as Flight Information Display Systems or FIDS) and gates in connection with all Lufthansa flights, and is generally used in connection with the offering and sale of any Lufthansa flight. See Exhibit G evidencing Complainant's use of the mark LH in commerce, including the use on tickets and FIDS. Complainant also operates the web sites <www.lufthansa.com>, which allows consumers to research and book Lufthansa flights, and <www.flylh.com>, which connects internet users to the Lufthansa City Center network, a worldwide travel agency. See Exhibit G. In addition to these domain names and active web sites, Complainant further maintains current registrations for the domain names < www.lhonlineinfo.de> and <www.lh-usa.com>. Therefore, on a global level, both airline industry professionals (e.g., travel agents) and consumers (e.g., travelers) globally associate Complainant's mark LH with Complainant and its high quality airline flights and related travel services.
- For instance, Complainant was an official sponsor of the German National Soccer 16. Team in connection with the 2006 World Cup, which is held every four years. See Exhibit H. In

connection with the World Cup, Complainant launched the "LH2006" campaign to promote and advertise Complainant's airline flights and related travel services. Id. In connection with this campaign, Complainant promoted the mark LH through its distribution of LH2006 banners, coasters, key chains and other memorabilia and launched (and still currently operates) the website <www.lh2006.com>.

- 17. Complainant is also the owner of the mark LH under German Trademark Registration Number 399 47 202, November 22, 1999 (see Exhibit I), Swiss Registration Mark -Number 476792, October 31, 2000 (see Exhibit J); and European OHIM Certificate of Registration Number 001472349, May 18. 2001(see Exhibit K). , Certified translations of these trademark registrations are attached hereto as Exhibits I-K.
- As a result of this widespread, long-time, continuous, and prominent use of the 18. mark LH, the mark has acquired significant goodwill, public recognition and international fame as a means by which Complainant and its flights and travel-related products and services are known to the public and its source and origin are identified. Complainant has established significant secondary meaning in the mark LH and therefore, has well established legal rights in the mark LH.

Grounds On Which The Complaint is Made V.

- The Domain Name is Identical to and Confusingly Similar to Complainant's Mark A. [Rule 3(b)(ix)(1)]
- Respondent's registered Domain Name, Ih.com, is identical to and consists 19. entirely of the mark LH, in which Complainant has well established rights.
- By registering the Domain Name, which is identical to Complainant's mark LH, 20. Respondent creates a likelihood of confusion with Complainant's mark as to the source,

sponsorship, affiliation, or endorsement of the Domain Name and the web site to which it resolves. As a result, Respondent's Domain Name is likely to cause confusion, mistake, and misleadingly divert Internet users trying to locate legitimate information about Complainant, its business, its aviation products, airline flights and related services, and its own legitimate web sites <www.lufthansa.com>, <www.fly-lh.com>, and <www.lh2006.com>.

B. Respondent Has No Rights or Legitimate Interest in the Domain Name [Rule 3(b)(ix)(2)]

- On December 13, 2006, counsel for Lufthansa wrote a cease and desist letter to Respondent, placing Respondent on notice of Complainant's rights in the mark LH and further, asserting that Respondent's registration and use of Respondent's domain name *lh.com* was unlawful and constituted unfair competition, intentional trademark infringement, trademark dilution and false designation of origin. *See* attached Exhibit B. On January 10, 2007, Respondent's counsel responded by attacking Complainant's legitimate rights in the mark LH. *See* attached Exhibit C. Despite being placed on notice of Complainant's legitimate rights in the mark LH, Respondent has continued, through its operation of the Domain Name, to commercially benefit and trade off of the good will of Complainant's mark LH.
- 22. Respondent cannot demonstrate any legitimate right or interest in the Domain Name. Respondent is not commonly known by the Domain Name, either as a business, individual, or other organization. See Policy ¶4(c)(ii). Respondent operates under the business name Future Media Architects, Inc. Respondent is well-accustomed to ICANN proceedings and has, several times in the past, been forced to transfer domain names consisting of trademarks.

 See infra ¶34. Indeed, Respondent's entire business model involves the acquisition and use of as

many domain names as possible. Upon information and belief, beginning in approximately 2000, Respondent began to acquire mass amounts of domain names and currently, is the owner of over 100,000 domain names. See Exhibit L, information relating to Respondent and its business.

- 23. Although the Domain Name itself appears to have been originally registered in January 1995 (See Exhibit A), upon information and belief, Respondent acquired rights to the Domain Name much later in time and long after Complainant's mark LH had acquired significant good will and recognition as a means by which the public identifies Complainant's airline flights and related travel goods and services. Importantly, a domain name transfer from a registrant who may have had rights or legitimate interests in the Domain Name to a registrant. such as Respondent in this case, does not automatically confer legitimacy on the transferee and the use of a domain name in a manner, such as here, that infringes upon a trademark prevents the acquisition of legitimacy. Grana Padano v. Colombi Cristiano, No. AF 0252 (Aug. 14, 2000); NFL Properties, Inc. v. One Sex Entertainment Co., WIPO Case No. D2000-0118 (April 17, 2000). Therefore, any argument made by Respondent that it acquired legitimacy of the Domain Name and that any such purported legitimacy extends back as early as 1995 must be rejected.
- 24. The use made by Respondent of its excessive inventory of domain names remains highly suspect. As evidenced by past decisions, Respondent has used domain names that constitute trademarks of third parties to direct Internet users to, for instance, its own OXiDE search engine/web site or mp3.tv web site, even though the various domain names would not lead a web user to associate Respondent's services with the particular domain name. See e.g., Calcar, Inc. v. Future Media Architects, Inc., FA70709001080147 (NAF Nov. 6, 2007); National Rifle Association of America v. Future Media Architects, Inc., FA 0608000781430

(NAF Oct. 13, 2006); *QNX Software Systems Ltd. v. Future Media Architects, Inc.*, Case No. D2003-0921 (WIPO Feb. 26, 2004). Through this model and the employment of various click-through links and sponsored links to third party web sites, Respondent obtains a commercial benefit.

- 25. In this case, the Domain Name *lh.com* currently resolves to a web site that promotes Respondent's OXiDE search engine and web site <www.oxide.com> and further, connects users to numerous sponsored links to third party web sites relating to various subjects. A copy of the web site home page (and subsidiary pages showing the various links to third party web sites) from which the Domain Name resolves is attached hereto as Exhibit M.
- Complainant's business, well-known aviation products and services, and legitimate web sites www.flylh.com, and www.flylh.com, and www.flylh.com, and www.flylh.com, and www.lh2006.com to its own *th.com* web site where it promotes its OXiDE search engine. Upon information and belief, Respondent can offer no explanation as to how the particular domain name *th.com* could possibly promote its OXiDE search engine or how an Internet user wishing to reach Respondent's OXiDE engine would associate the combination of letters "LH" with OXiDE. *QNX Software Systems Ltd. v. Future Media Architects, Inc.*, Case No. D2003-0921 (WIPO Feb. 26, 2004). Indeed, Internet users typing in the term LH would be seeking Complainant and Complainant's products and services. Therefore, the promotion of Respondent's web site involves the use of Complainant's good will in the mark LH without Complainant's consent. *Id.*
- 27. Respondent's use of Complainant's mark LH in the Domain Name to attract Internet users to its *lh.com* web site does not constitute a *bona fide* offering of goods and services under Policy ¶4(c)(i). The web site to which the Domain Name resolves connects

Internet users to numerous sponsored links to third party web sites relating to various subjects. The use of the Domain Name to run click-through links or to redirect users to sponsored web sites does not qualify as a bona fide offering of goods and services, and it is presumed that the registrant received compensation for each misdirected user. See e.g., Calcar, Inc. v. Future Media Architects, Inc., FA70709001080147 (NAF Nov. 6, 2007); National Rifle Association of America v. Future Media Architects, Inc., FA 0608000781430 (NAF Oct. 13, 2006); The Wedding Channel.com, Inc. v. Vasiliev, FA 156716 (NAF June 12, 2003).

- 28. In view of Complainant's use of the mark LH for over fifty years and the public's recognition of the mark LH with Complainant and Complainant's airline flights and related travel goods and services, it is clear the Respondent—as has been its pattern in the past—is attempting to commercially benefit from and trade off of the good will of Complainant's mark LH. National Rifle Association of America v. FMA, (NAF Oct. 13, 2006). In short, Respondent is not using the Domain Name in connection with a bona fide offering of goods or services. See Policy, ¶ 4(c)(i).
- 29. Nor is Respondent making a legitimate noncommercial or fair use of the Domain Name. See Policy, ¶ 4(c)(iii). On information and belief, the sole reason Respondent has chosen the Domain Name *lh.com* is to misleadingly divert Internet traffic and users seeking Complainant's goods and services and Complainant's legitimate web sites (i.e., www.lufthansa.com, www.fly-lh.com, and www.lh2006.com) to Respondent's OXiDE search engine and web site for commercial gain. See also supra at ¶ 21-28.

C. The Domain Name Was Registered And Is Being Used In Bad Faith [Rule 3(b)(ix)(3)]

30. Upon information and belief, Respondent registered the Domain Name with the intent to attract Internet users to its OXiDE search engine and <www.oxide.com> web site for

commercial gain by creating a likelihood of confusion with Complainant's mark LH as to the source, sponsorship, affiliation, or endorsement of Respondent's web site, thereby misleadingly diverting Internet traffic from Complainant's web site to Respondent's for commercial gain. *See* Policy, ¶ 4(b)(iv).

- 31. Again, in view of Complainant's longstanding, wide spread and international use of its mark LH, see supra ¶12-18, Respondent knew or should have known of Complainant's trademark rights prior to acquiring rights to the Domain Name. Given the longstanding public recognition of the mark LH, there is no reason for Respondent to have registered the Domain Name other than to trade off of the reputation and goodwill of Complainant's famous LH mark. See Charles Jorden Holding AG v. AAIM, D2000-0403 (WIPO, June 27, 2000) (finding that the domain name in question is "so obviously connected with the Complainant and its products that its very use by someone with no connection with the Complainant suggests opportunistic bad faith."); see also National Rifle Association of America v. FMA (NAF Oct. 13, 2006).
- On information and belief, Respondent derives revenue from its use of Complainant's mark LH by using it to attract Internet traffic to the *lh.com* web site which promotes its OXiDE search engine and <www.oxide.com> web site and further, connects users to numerous sponsored links to third party web sites. This use of the Domain Name indicates that Respondent has "intentionally attempted to attract, for commercial gain, Internet users to [Respondent's] web site or other on-line location, by creating a likelihood of confusion with the Complainants' Mark as to the source, sponsorship, affiliation, or endorsement of [Respondent's] web site or location or of a product or service on [Respondent's] web site or location." See Policy, ¶ 4(b)(iv).

- 33. Importantly, when the mark LH is typed into Respondent's OXiDE search engine, none of the results relate to the LH or Complainant's airline service. In fact, the results from Respondent's OXiDE search engine are generally non-sensical—none of the results relate to the term searched but instead connect the user to various unrelated sponsored links. See Exhibit M. This is further evidence that Respondent is using the Domain Name and the *lh.com* web site in bad faith to confuse Internet users for a commercial gain.
- encompassing well-known company names or marks, including <calcar.org>, <nra.net>, and <qnx.info>. All of these companies owning marks identical or confusingly similar to the domain names registered by Respondent filed UDRP complaints against Respondent, and in each case, Respondent was found to have registered the domain name in bad faith and ordered to transfer the domain name back to the company with the legitimate interest in the name. See Calcar, Inc. v. Future Media Architects, Inc., FA70709001080147 (NAF Nov. 6, 2007); National Rifle Association of America v. FMA (NAF Oct. 13, 2006); QNX Software Systems Ltd. v. Future Media Architects, Inc., Case No. D2003-0921 (WIPO Feb. 26, 2004). In light of Respondent's history of registering domain names bearing prominent company names and marks in bad faith, Respondent has engaged in a "pattern of conduct" in order "to prevent the owner of the trademark[s] from reflecting the mark in corresponding domain name[s]." See Policy, Paragraph 4(b)(ii).
- 35. Respondent's registration of the Domain Name also violates the Anticybersquatting Consumer Protection Act, 15 U.S.C. § 43(d), et seq. Indeed, Respondent's conduct has been held to fall within the cybersquatting activity for which the ICANN policy was designed to discourage. See National Rifle Association of America v. FMA (NAF Oct. 13, 2006).

VI. Remedies Requested

[Rule 3(b)(x)]

37. In accordance with \P 4(i) of the Policy, for the reasons described in Section V above, the Complainant requests that the Administrative Panel appointed in this administrative proceeding issue a decision that *lh.com* be transferred to the Complainant.

VII. Arbitration Panel

[Rule 3(b)(iv)]

- 38. The Complainant elects to have the dispute decided by a three-member Panel.

 Complainant submits the names and contact information for the following three potential panelists:
- (1) Alan L. Limbury
 Strategic Resolution
 2 Crown Street
 Woolloomooloo
 New South Wales 2011
 Australia
 Telephone: +61 (0) 2 9368

Telephone: +61 (0) 2 9368 0274 Facsimile: +61 (0) 2 9368 0643

E-mail: expert@strategic-resolution.com

(2) David H. Tatham 113 Rivermead Court Ranelagh Gardens London SW6 3SB United Kingdom

Telephone: +44 20 7731 2621 Facsimile: +44 20 7731 2621 E-mail: tatham@dsl.pipex.com

(3) Nelson A. Diaz Cozen O'Connor 1900 Market Street Philadelphia, PA 19103 Telephone: (215) 665-5514 Facsimile: (215) 665-2013

VIII. Mutual Jurisdiction

[Rule 3(b)(xiii)]

39. In accordance with Rules 3(b)(xiii), the Complainant agrees to submit, only with respect to any challenge that may be made by Respondent to a decision by the Administrative Panel to transfer or cancel the domain name that is the subject of this Complaint, to the jurisdiction of the federal district court for the Southern District of Florida, Miami Division, or another court in Miami-Dade County, Florida, where Moniker Online Services, LLC has its headquarters and which is the choice of law in the Registration Agreement.

IX. Other Legal Proceedings

[Rule 3(b)(xi)]

40. No legal proceedings have been commenced or terminated in connection with the Domain Name *lh.com*. See Rules 3(b)(xi).

X. <u>Communications and Certification</u>

41. Complainant agrees that its claims and remedies concerning the registration of the domain name, the dispute, or the dispute's resolution shall be solely against the domain name holder and waives all such claims and remedies against (a) the National Arbitration Forum and

panelists, except in the case of deliberate wrongdoing, (b) the registrar, (c) the registry administrator, and (d) the Internet Corporation for Assigned Names and Numbers, as well as their directors, officers, employees, and agents. See Rules 3(b)(xiv).

- 42. Complainant certifies that the information contained in this Complaint is to the best of Complainant's knowledge complete and accurate, that this Complaint is not being presented for any improper purpose, such as to harass, and that the assertions in this Complaint are warranted under the Policy and Rules and under applicable law, as it now exists or as it may be extended by a good-faith and reasonable argument. *See* Rules 3(b)(xiv).
- 43. Complainant certifies that a copy of this Complaint has been sent or transmitted to Respondent in accordance with Rules 2(b) and 3(b)(xii).
- 44. Complainant certifies that a copy of this Complaint has been sent or transmitted to the Registrar, Moniker, in accordance with Supplemental Rules 4(e)(i).

Dated: March 4, 2008

Respectfully Submitted,

Attorneys for the Complainant

Dennis J. Mondolino Christine A. Pepe

McDermott Will & Emery LLP

340 Madison Avenue

New York, New York 10024

Telephone: (212) 547-5823 Facsimile: (212) 547 5444

1

INDEX OF EXHIBITS

EXHIBIT NUMBER	DESCRIPTION
Exhibit A	Network Solutions, LLC's Whois Database Printout For The Domain Name <i>lh.com</i>
Exhibit B	Letter sent by Complainant's counsel to Respondent
Exhibit C	Letter sent to Complainant's counsel from Respondent's counsel.
Exhibit D	Moniker's Registration Agreement and Dispute Policies
Exhibit E	Publicly Available Information and Promotional and Corporate Information regarding Complainant Lufthansa
Exhibit F	IATA Designator Information
Exhibit G	Materials Evidencing Use in Commerce of mark LH
Exhibit H	Complainant's "LH2006" Campaign Materials
Exhibit I	German Trademark Registration Number 399 47 202, November 22, 1999 and Certified Translation
Exhibit J	Swiss Registration Mark Number 476792, October 31, 2000 and Certified Translation
Exhibit K	European OHIM Certificate of Registration Number 001472349, May 18. 2001
Exhibit L	Information regarding Respondent and Respondent's business
Exhibit M	Printout of Web Site from which Domain Name resolves promoting Respondent's OXiDE search engine and web site

NYK 1142295-2.009900,0021

and the public of

A

Network Solutions

Call us 1-800-333-7680

Welcome Christine Pepel Logout | Help

Shopping Cart

WHOIS Search Results

Your WHOIS Search Results



Ih.com

Services from Network Solutions:

Certified Offer Service - Let us help you get this domain name!

Backorder - Try to get this name when it becomes available.

SSL Certificates - Get peace of mind with a secure certificate.

Enhanced Business Listing - Promote your business to millions of viewers for only \$1 a month!

Moniker Whois Server Version 2.0

The Data in Moniker's WHOIS database is provided for information purposes only, and is designed to assist persons in obtaining information related to domain name registration records. Moniker does not guarantee its accuracy. By submitting a WHOIS query, you agree that you will use this Data only for lawful purposes and that, under no circumstances will you use this Data to: (1) allow, enable, or otherwise support the transmission of mass unsolicited, commercial advertising or solicitations via e-mail (spam); or (2) enable high volume, automated, electronic processes that apply to Moniker (or its systems). Moniker reserves the right to modify these terms at any time. By submitting this query, you agree to abide by this policy.

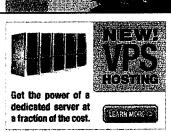
Domain Name: LH.COM

Registrant [1690]:
Future Media Architects, Inc.
P.O. Box 71
Road Town
Tortola
99999
VG

Administrative Contact [1690]:
com fma dns-admin@fma.net
Future Media Architects, Inc.
P.O. Box 71
Road Town
Tortola
99999
VG
Phone: +1.7038686000
Fax: +1.7037804738

Billing Contact [1690]:
com fma dns-admin@fma.net
Future Media Architects, Inc.
P.O. Box 71
Road Town
Tortola
99999
VG
Phone: +1.7038686000

Fax: +1.7037804738



Choose Your Domain Name Provider Wisely and Transfer Domains for \$9.99/yr

Learn the do's and don'ts of search engine optimization.

<u>Download</u> our *Guide* to *Getting*Found Online now.





Technical Contact [1690]: com fma dns-admin@fma.net Future Media Architects, Inc. P.O. Box 71

Road Town Tortola 99999

Phone: +1.7038686000 Fax: +1.7037804738

Domain servers in listed order:

NS1.US.FMA.NET NS2.US.FMA.NET 72.32.55.82 72.3.153.73

Record created on:

1995-01-31 00:00:00.0 Database last updated on: 2007-12-15 12:09:44.48

Domain Expires on:

2013-02-01 00:00:00.0

The previous information has been obtained either directly from the registrant or a registrar of the domain name other than Network Solutions. Network Solutions, therefore, does not guarantee its accuracy or completeness.

Show underlying registry data for this record

Current Registrar:

MONIKER ONLINE SERVICES, INC.

IP Address:

72.32.79.195 (ARIN & RIPE IP search)

IP Location:

US(UNITED STATES)-DELAWARE-WILMINGTON

Record Type:

Domain Name

Server Type:

Indeterminate

Lock Status:

clientDeleteProhibited

DMOZ

no listings

Y! Directory:

Web Site Title:

Welcome to WWW.LH.COMI Search Results Powered by

OXiDE searchradical results (TM)

Meta Description:

WWW.LH.COM, Search the web and find what you are looking

for with OXIDE Search! Live Life Through OXIDE!

Meta Keywords:

WWW.LH.COM, USE OXIDE SEARCH POWER

Secure:

No

E-commerce:

Traffic Ranking: Data as of:

Not available 27-Nov-2006

your domain name registration be included in a public database known as WHOIS. To learn about actions you can take to protect your WHOIS information visit www.internetprivacyadvocate.org

NOTICE AND TERMS OF USE: You are not authorized to access or query our WHOIS database through the use of high-volume, automated, electronic processes or for the purpose or purposes of using the data in any manner that violates these terms of use. The Data in Network Solutions' WHOIS database is provided by Network Solutions for information purposes only, and to assist persons in obtaining information about or related to a domain name registration record. Network Solutions does not guarantee its accuracy. By submitting a WHOIS query, you agree to abide by the following terms of use: You agree that you may use this Data only for lawful purposes and that under no circumstances will you use this Data to: (1) allow, enable, or otherwise support the transmission of mass unsolicited, commercial advertising or solicitations via direct mail, e-mail, telephone, or facsimile; or (2) enable high volume, automated, electronic processes that apply to Network Solutions (or its computer systems). The compilation, repackaging, dissemination or other use of this Data is expressly prohibited without the prior written consent of Network Solutions. You agree not to use high-volume, automated, electronic processes to access or query the WHOIS database. Network Solutions reserves all rights and remedies it now has or may have in the future. including, but not limited to, the right to terminate your access to the WHOIS database in its sole discretion, for any violations by you of these terms of use, including without limitation, for excessive querying of the WHOIS database or for failure to otherwise abide by these terms of use. Network Solutions reserves the right to modify these terms at any time.



PerformanceClicks™ from **Network Solutions** Create and manage your pay per click advertising from as low as \$125/month plus \$99 one time set-up fee



Need to get your business online? Our professional designers can build a custom Web site for your business. \$11.95/month, plus a \$499.00 Search 3

SEARCH AGAIN

Enter a search term:

e.g. networksolutions.com

Search by:

Domain Name

NIC Handle

IP Address

Search >

design fee













190% Secure Transaction

For your protection, this Web site is secured with the highest level of SSL Certificate encryption.

☼ Copyright 2008 Network Solutions, All rights reserved.



Your reference

Our reference/Date

Telephone ext.

NYC CJ/U

13 December 2006 (516)296-9579

(516)296-9399

Future Media Architects, Inc. P.O. Box 71 Road Town, Tortola British Virgin Islands 99999

Re: Domain name www.lh.com

Dear Sir/Madam:

It has been brought to my attention that Future Media Architects, Inc. ("FMA") is using a registered trademark of Deutsche Lufthansa Aktiengesellschaft ("Lufthansa").

Lufthansa is the owner of "LH" under German Trademark Registration Number 399 47 202; European OHIM Certificate of Registration Number 001472349; and Swiss Registration Mark Number 476792, along with numerous other registrations pertaining to the mark. Lufthansa uses this mark in Europe and throughout the world in conjunction with its aviation services. Lufthansa's registration has been in full effect since 1999.

It is clear that Future Media Architects, Inc.'s use of the mark is confusing to and may misdirect customers seeking Lufthansa's website to FMA's travel related website.

FMA's activities are unlawful and constitute unfair competition, intentional trademark infringement, trademark dilution and false designation of origin.

Lufthansa prefers to resolve this matter without taking legal action, but it is prepared to avail itself of any and all legal remedies to protect its rights and business.

I have tried contacting your company via email and telephone without success. Please call the undersigned at (516) 296-9579 if you are interested in reaching an amicable resolution in this matter.

Very truly yours

Lawhence E Mullins, Esq.

Lutthansa German Airlines 1640 Hempstead Turnpike East Meadow, N.Y. 11554 Telephone 516 296-9200 516 296-9584



C

r.66

NUTTURE OF NUTTUR

LAW OFFICES OF

KENYON & KENYON

LLP

Robert T. Tobir Albert J. Brene George E. Baden Michael J. Lenno Philip J. McCabe 4 8
James Galtraith Watter E. Hanley, Jr. Richard L. DeLucia James E. Rosini Edward T. Colbert • Ionarhus :> Reichmen II Petrick J. Dirde Howard J. Shire Richard S. Gresalfi • Michael D. Loughnane John Flock Richard M. Rossei Allen J. Baden Thomas J. Maloro Jaffrey M. Butler + Joseph F. Nichalson e Gerard A. Messina Deborah A. Some sh A. Somerville Maria Luisa Palm Elizabeth A Gardner Brian S. Mudge +
John R. Kenny
Paul M. Richter, Jr. +

DISTRICT OF COLUMN

.....

Douglas B. Ringel e
Dane R. Kaptan
Charles A Weiss
John W. Bateman e
Michelle M. Carniaux
Elizabeth J. Holland
Shaven W. O'Dotud e B
Robert L. Hallal, Jr. e
Anfas P. Fusco
John B. Hatchin e
Crary S. Morris e
John P. McGrostry e
C. Kyle Margarou e
Marit A. Hannernam
Levvis V. Popovski
Jeffiny S. Ghesberg
William G. James II, DVM
Michael Levy
William G. James II, DVM
Michael Levy
Michael Levy
Michael Ley
Michael Ley
Richel Le Bernstein e
Robert V. Cerwinski
Jeffiny S. Gechick
A. Anthony Pfeffer
T. Cy Walker e
Jery Clende

4----

Of Constrai Charles R. Brainard Richard L. Mayer John C. Akmiller

Counsel
John J. Kelty, Jr.
John J. Kelty, Jr.
John J. Kelty, Jr.
John P. Taswaris, H. PhD
Aarna C. Dedisch +
Jong H. Lee +
Ronald E. Prans, Jr. +
G Michael Bryner
Dervis Magister
Neil M. McCarthy
William M. Merone +
John C. Vetter
Thomse C. Hughes
Pred T. Gressh Teress A. Lavenue +
Sasan A. Smith +
W. David Walines +
Royal N. Rooving, Jr.
Royal N. Rooving, Jr.

ONE BROADWAY
NEW YORK, NY
10004-1050

TEL: (212) 425-7200 FAX: (212) 425-8288 WWW.KENYON.COM

WASHINGTON, DC OFFICE 1500 K STREET, NW SUITE 700 WASHINGTON, DC 20005-1237 TEL (202) 220-4200 FAX. (202) 220-4201

SILICON VALLEY OFFICE RIVERPARK TOWERS SUITE 600 339 W. SAN CARLOG STREET SAN JOSE, CA 95110-2731 TEL. (400) 975-7300 FAK. (400) 975-7300

Andres H. Scheidt a Dalia S. Grimberg Kevin T. Godlewski Bradley J. Meier + Huiya Wu Michael M. Shan + John B. Sterr, Jr. Brad M. Rober David J. Zibelli Michael A. Sion + Ronald L. Signorth 4 Lawrence P. Casson, PhD Andrew L. Reibman, PhD Dance M. Schuster, PhD Thomas R. Makin Zehs Ali + Robert F. Vroom + Mack S. Ruskin Paul T. Qualey • Cedric C.Y. Ten • William B. Curry Michael J. Freso Cynthia L. Harde Michael W. John Bethany B. Mongeau Lawrence H. Frank, PhD Michael P. Paul Scophen T. Neel B foseph A. Copp lames P. Sterne

Bric M. Agovino Patrics P. Jean, PhD • Michael P. Hogan Daren P. Nicholson

Aimes N. Soucie +

Amy Femsilver Bersh Samit Bhamscharya W John B. McDaniel Abraham P. Ronzi Craig L. Puciett, PhD •
Meliasa Alegra
Soumitra Deka Alastair Finde Christopher W. Glynn, PhD Aeron Grunberger Sabrina Y. Hassan Michael Kelly Kavin J Prey Colman B. Ragan Yariv Waks • Georg C. Reishoeck Carrie A Beatus B King L. Wong, PhD • Timothy J. Bechen Devid A. Klein • Clement J. Naples S. Gregory Boyd, MD Campbell C. Chang Rose Cordero Michael J. DeGrave K. Patrick Herman Jeffrey R. Joseph w Erik C. Kane + Hain Lis Marzi C. Moken Andrew P. Nemirof Michael P. O'Hara Amy T. Stank Cassandra T. St Cindy R. Takl sa R. Udeshi Elizabeth J. Weinkopf Duncas L. Williams Mark I. Bowdstch • Carmella L Stepnes Alan P. Force, PhD Lee B. Shelton

Paul B. Decree, PhD +
Robert H. Cameron +
Victor J. Castellucci @ Kecia J. Reynolds Michael G. Gabriol Whitney Hapangama Willem F.C. de Weerd, Ph.C B. Delmo Jorden • Daniel Başov Lin Dang # Staven S. Yu, MD Winston O. Huff Elizabeth S. Tsa Justin M. Kayal Peter L. Giunta Michele Y. Antis Man Bari Jack L. Chen Shane Cortes Michael Dalla! Rachel S. J. Doole Gina R. Gencarelli Nicholas Gillard-By Aaron Kamley •
Yeksterina T. Korostash Teresa A. Laky Teness A. Laky
Dougles T. Lec
Gregory T. Sardidge
Christopher M. Scott
Robert C. Smuth, MD
Cecelia Z. Stiber
Deena R. Sturm
George T. Wu
Grant C. Yang
Mark D. Yuan
Juda A. Thomast, DMC Jude A. Thomes, DMD George T. Wu Wesley W. Jones Duniet G. Shanle Robert M Pollero

January 10, 2007

By Facsimile 516-296-9399 Confirmation via First Class Mail

Lawrence E. Mullins, Esq. Lufthansa German Airlines 1640 Hempstead Ave. East Meadow, NY 11554-1096

Re:

Future Media Architects, Inc.'s <lh.com> Domain Name

Kenyon Reference No. 13358.999

Dear Mr. Mullins:

We are intellectual property counsel to Future Media Architects, Inc. ("FMA"), owners of the domain name < lh.com> (the "Domain Name"). Our client has forwarded your letter of December 13, 2006 to us for a response. After careful consideration of your letter, our client sees no reason to transfer the Domain Name to Lufthansa.

Your letter cites registrations for LH in Germany, Europe and Switzerland as well as unspecified "numerous other registrations pertaining to" LH. Our review of the German, CTM and Swiss registrations indicates that they were filed in 1999, 2000 and 2000 respectively while your letter states that "Lufthansa's registration has been in full effect since 1999." As you may know, FMA registered the Domain Name on January 31, 1995. Accordingly, FMA enjoys priority in the Domain Name. In addition, and contrary to your assertion that "Lufthansa uses this mark in Europe and throughout the world in conjunction with its aviation services," our in-depth investigation,

NUTTURE OF NUTTURE

Lawrence E. Mullins, Esq. January 10, 2007 Page 2

including a full review of Lufthansa's website, failed to unearth a single use of LH as a trademark by Lufthansa. Consequently, Lufthansa does not have any rights in LH enforceable against FMA.

In addition, as you know, when determining a question of trademark infringement, the ultimate issue the court must determine is whether a likelihood of consumer confusion exists. FMA uses the Domain Name in connection with a wide variety of goods and services ranging from credit reports to car rentals to engagement rings to health insurance. Consequently, and putting aside the fact that Lufthansa does not appear to be using LH as a trademark, there is quite simply no likelihood of confusion with the Domain Name.

We trust this alleviates your client's fears. Be advised, however, that any action taken by Lufthansa regarding the Domain Name, whether through the civil courts or an ICANN proceeding, will be strenuously resisted.

Very truly yours,

Hames E. Rosini

cc: Future Media Architects, Inc. Justin M. Kayal, Esq.

D



WHOIS 🔍 Toll-free: 1-800-688-6311 Moniker Support Center

HOME REGISTER DOMAINS TRANSFER DOMAINS ORDER PRODUCTS WEB HOSTING/EMAIL BACKORDER DOMAINS

PROMOTE YOUR SITE PARTNERS

Domain Name Services

My Account

My Domains

Fund Account

Status Center

Shopping Cart

Help

REGISTRATION AGREEMENT

For domain escrow terms, please click here For domain appraisal terms, please click here

MONIKER REGISTRATION AGREEMENT (REGISTRAR SERVICES)

MONIKER ONLINE SERVICES, LLC / MONIKER IS AN ACCREDITED REGISTRAR WITH THE INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS ("ICANN") FOR VARIOUS GENERIC TOP-LEVEL DOMAIN NAMES INCLUDING .COM, .NET, .ORG, .INFO, AND .BIZ ("TLD'S").

YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY ALL TERMS AND CONDITIONS OF ICANN'S UNIFORM DOMAIN NAME DISPUTE RESOLUTION POLICY (THE "UDRP"), AS AMENDED FROM TIME TO TIME, WHICH IS HEREBY INCORPORATED AND MADE A PART OF THIS AGREEMENT BY REFERENCE FOR ALL TLD DOMAIN NAME REGISTRATIONS OR RENEWALS.

1. INTRODUCTION

This AGREEMENT between Moniker Online Services, LLC Inc. (hereinafter referred to as "Moniker") and Account Holder (hereinafter referred to as "Client", "you" and "your")

WHEREAS Moniker provides the services including but not limited to Domain Name Registration Service, DNS Services, Domain Sales & Escrow Services, Domain Traffic Montoring & Monetization Services, Web Hosting, Email Service, and File Upload Service (the "Services"); and

WHEREAS Client desires to subscribe to the Service(s) on the terms and conditions contained herein;

By selecting Moniker's service(s) you have agreed to establish an account with us for such services. When you use your account or permit someone else to use your account to purchase or otherwise acquire access to additional Moniker service(s) or to modify. or cancel your Moniker service(s) (even if we were not notified of such authorization), this Agreement covers any such service or actions. Any acceptance of your application(s) for our services and the performance of our services will occur at the location of our principal place of business in Pompano Beach, Florida.

2. SECURITY

When you register a domain name with us through our e-mail, web, or wholesale application process, you are responsible for selecting and continuously managing your password and security settings to protect your domain name registration records (including your contact records and host records) from unauthorized changes.

Client is entirely responsible for maintaining confidentiality of the password and account security settings; all consequences of voluntary disclosure of password and account information; any and all activities that occur under Client's account.

3. FEES, PAYMENT AND TERM OF SERVICE

As consideration for the services you have selected, you agree to pay Moniker the applicable service(s) fees set forth on our Web site at the time of your selection unless otherwise contracted. All fees are due immediately and are non-refundable, including the pre-funding of your account. Initial domain name registrations & services and domain name registrations & services that have passed the registration agreement's anniversary date, must be in a paid status to transfer, delete, or be modified in any way, including modifications to request Moniker to affect the domain name record to provide domain name services. Domain name registrations & services in an unpaid status will be manually or automatically deleted at any time. Moniker may take all remedies available to collect fees owed including using your credit card/cards on file, funds in your account, or assume ownership of your domain names if they are in unpaid status. Any renewal of your services with us is subject to our then current terms and conditions and payment of all applicable service fees at the time of renewal and in the case of domain name re-registration, the domain name registry's acceptance of your domain name registration. You agree that you may not transfer your domain name registration to another domain name registrar during the first sixty (60) days from the effective date of your initial domain name registration or change of ownership with us. We will attempt to provide you notice by email and/or phone call, to the listed account contacts prior to the renewal date of your domains. You agree that if you paid by credit card for any services provided hereunder, Moniker is authorized, but not obligated, to automatically charge your credit card and renew the applicable service(s) on or before their renewal date using the credit card information you have provided to us, unless you have notified us (as provided herein) that you do not wish to participate in our automatic renewal process. You may "opt out" of our automatic renewal process in accordance with the instructions on our Web site and email forms. You are solely responsible for the credit card information you provide to Moniker and must promptly inform Moniker of any changes thereto (e.g., change of expiration date or account number, security code, or billing address). In addition, you are solely responsible for ensuring the services are renewed. Moniker shall have no liability to you or any third party in connection with the renewal, including, but not limited to, any failure or errors in renewing the services.

4. ACCURATE INFORMATION

As further consideration for the Moniker service(s), you agree to:

Provide certain true, current, complete and accurate information about you as required by the application process; and maintain and update this information as needed to keep it current, complete and accurate. We rely on this information to send you important information and notices regarding your account, legal matters, and our services. Our privacy statement, located on our Web site at http://www.moniker.com/help/privacy.jsp and incorporated herein by reference sets forth your and our rights and responsibilities with regard to your personal information. You agree that we, in our sole discretion, may modify our privacy statement. We may or may not post such revised statement on our Web site at least thirty (30) calendar days before it becomes effective. You agree that, by using our services after modifications to the privacy statement become effective, you have agreed to these modifications. You acknowledge that if you do not agree to any such modification, you may terminate this Agreement. We will not refund any fees paid by you if you terminate your Agreement with us. We will not process the personal data that we collect from you in a way incompatible with the purposes and other limitations described in our privacy statement and we will take reasonable precautions to protect your personal data from loss, misuse and unauthorized access, disclosure, alteration or destruction. You represent and warrant that you have provided notice to, and obtained consent from, any third party individuals whose personal data you supply to us as part of our services with regard to:

- a. the purposes for which such third party's personal data has been collected,
- b. the intended recipients or categories of recipients of the third party's personal data,
- c. which parts of the third party's data are obligatory and which parts, it any, are voluntary; and
- d. how the third party can access and, if necessary, rectify the data held about them.

You further agree to provide such notice and obtain such consent with regard to any third party personal data you supply to us in the future. We are not responsible for any consequences resulting from your failure to provide notice or receive consent from such individuals nor for your providing outdated, incomplete or inaccurate information. Even if you license the use of our domain name registration services to a third party, you remain responsible for complying with all terms and conditions of this Agreement, and you accept liability for harm caused by such licensee's wrongful use of our domain name registration services, unless you promptly disclose the identity of such license upon request by any person who provides reasonable evidence of actionable harm. Subject to the requirements of our privacy statement, in order for us to comply the current rules and policies for the domain name system, you hereby grant to Moniker the right to disclose to third parties through an interactive publicly accessible registration database the following mandatory information that you are required to provide when registering or reserving a domain name:

- a. the domain name(s) registered by you;
- b. your name and mail address;
- c. the name(s), mail address(es), e-mail address(es), voice telephone number and where available the fax number(s) of the technical and administrative contacts for your domain name(s);
- d. the Internet protocol numbers of the primary nameserver and secondary nameserver(s) for such domain name(s);
- e. the corresponding names of those nameservers;
- f. the original creation date of the registration; and
- g. the expiration date of the registration.

We, as are all accredited domain name registrars, are also required to make this information available in bulk form to third parties who agree not to use it to (a) allow, enable or otherwise support the transmission of mass unsolicited, commercial advertising or solicitations via e-mail (spam) or (b) enable high volume, automated, electronic processes that apply to our systems to register domain names.

a. Disclosure and Use of Information

You acknowledge and agree that, pursuant to Moniker.com's Privacy Policy (pease click here to see Moniker.com's Privacy Policy), Moniker.com may make available information you provide or that we otherwise maintain, to such public or private third parties as applicable laws require or permit, including, but not limited to, making publicly available, or directly available, some or all of such information: (i) for inspection by law enforcement officials (including in the case of potential criminal activity); (ii) to respond to criminal and civil subpoenas and court orders that reasonably appear to be valid; (iii) in connection with the sale of all or certain of our assets; (iv) to enforce or apply the terms of this Agreement, and (v) to protect the rights, property, or safety of Moniker.com, our users, or others, whether during or after the term of your use of the Service.

You further acknowledge and agree that Moniker.com may make publicly available, or directly available to third parties, some, or all, of the information you provide, for purposes of inspection (such as through our WHOIS service) or for targeted marketing and other purposes as required or permitted by applicable laws. One of the ways that Moniker.com may make some or all of the information you provide available to the public or third parties is by way of bulk WHOIS data access provided to third parties who enter into a bulk WHOIS data access agreement with Moniker.com. Please click here to refer to Moniker.com's bulk WHOIS data policies and click here if you would like your WHOIS information made available for bulk access. Moniker.com reserves the right to discontinue providing bulk WHOIS data access to third parties.

You hereby consent to any and all such disclosures and use of, guidelines, limits and restrictions on disclosure or use of, information provided by you in connection with the registration of a domain name or use of any Services (including any updates to such information), whether during or after the term of your registration of a domain name or other Services. You hereby irrevocably waive any and all claims and causes of action you may have arising from such disclosure or use of information provided by you by Moniker.com.

We will not process data about any identified or identifiable natural person that we obtain from you in a way incompatible with the purposes and other limitations which we describe in this Agreement.

Moniker.com will take reasonable precautions to protect the information it obtains from you from our loss, misuse, unauthorized access or disclosure or use, or alteration or destruction, of that information. Moniker.com will have no liability to you or any third party to the extent such reasonable precautions are taken.

b. Communications

You acknowledge and agree that communications with Moniker.com are not private and may be published either in their entirety or in edited form at any time, at the sole discretion of Moniker.com

5. MODIFICATIONS TO AGREEMENT

Except as otherwise provided in this Agreement, you agree, during the term of this Agreement, that we may:

a. revise the terms and conditions of this Agreement; and/or

b. change part of the services provided under this Agreement at any time. Any such revision or change will be binding and effective immediately upon posting of the revised Agreement or change to the service(s) on Moniker' Web sites, or upon notification to you by e-mail or mail.

- You agree to periodically review our Web sites, including the current version of this Agreement available on our Web sites, to be aware of any such revisions. If you do not agree with any revision to the Agreement, you may terminate this Agreement at any time by providing us with notice by e-mail or mail addressed as follows, Attention: Registrar Business Affairs, 20 SW 27th Ave. Suite 201, Pompano Beach, Florida 33069. Notice of your termination will be effective on receipt and processing by us. Any fees paid by you if you terminate your Agreement with us are nonrefundable, but you will not incur any additional fees unless they are owed to us for any expired services that are in unpaid status. By continuing to use Moniker' services after any revision to this Agreement or change in service(s), you agree to abide by and be bound by any such revisions or changes. We are not bound by nor should you rely on any representation by:
- d. any agent, representative or employee of any third party that you may use to apply for our services; or
- on information posted on our Web site of a general informational nature. No employee, contractor, agent or representative of Moniker is authorized to alter or amend the terms and conditions of this Agreement.

6. GRACE PERIOD; IP ADDRESS CHANGES; RENEWAL AND TRANSFER OF EXPIRED DOMAIN NAMES ON YOUR BEHALF.

Click here to review the Domain Deletion and Auto-Renew Policy

You agree that we may, but are not obligated to, allow you to renew your domain name after its expiration date has passed. You agree that after the expiration date of your domain name registration and before it is deleted or renewed, we may direct your domain name to an IP address designated by us, including, without limitation, to an IP address which hosts a parking, under construction, or other temporary page that may include promotions and advertisements for, and links to, Moniker's Web site, Moniker product and service offerings, third-party Web sites, third-party product and service offerings, and/or Internet search engines and/or advertisements, and you agree that we may place our contact information in the WHOIS output for the expired domain name. Should you not renew your domain name during any applicable grace period, you agree that unless you notify us to the contrary we may, in our sole discretion, renew and transfer the domain name to our control, or a third party on your behalf (such a transaction is hereinafter referred to as a "Post Term Renewal and Transfer"), and your failure to so notify us after the domain name expiration date shall constitute your consent to such a Post Term Renewal and Transfer. In the event we are able to identify such a third party and effectuate such a Post Term Renewal and Transfer, we may notify you via email after the transaction is completed. Additionally, in our discretion, you may be eligible to receive a portion of the Net Proceeds received by us as a result of a Post Term Transfer of your domain name. These Net Proceeds will be added to your account and are to be used for Moniker related services only. For purposes of this paragraph, "Net Proceeds" shall mean the total fees paid to us by another party or our third party vendor as a result of a Post Term Renewal and Transfer, less any registry fees, credit card charge-backs, processing and check fees, and other costs or fees associated with the Post Term Renewal and Transfer of the domain name. If we do pay you a portion of the Net Proceeds, they will be added to your Moniker account to be used for domain related services only. You agree that we shall have no obligation to pay you, and you shall have no right to receive, any percentage of the Net Proceeds unless, within ninety (90) days after the date of our notification to you, you first provide us with the name, address and related information requested by us (including, but not limited to, a Form W-9, if applicable) in our notification. We cannot guarantee, and we make no representation or promise, that any Post Term Renewal and Transfer will occur with respect to your domain name or that we will pay you any Net Proceeds.

7. NEW CUSTOMERS THROUGH A BACKORDER SERVICE.

Click here to review the Domain Deletion and Auto-Renew Policy

If you are registering a domain name through a backorder service and that domain name was registered with, and not yet deleted by, Moniker at the time of your purchase, you acknowledge and agree that the term of your registration will be for a period of one year from the original expiration date, (not the date in which you took control of the domain name) for the domain name immediately prior to your purchase, as the registration is the result of a Post Term Renewal and Transfer. If you are registering a domain name through a backorder service and the domain name was not registered with Moniker at the time of your purchase but was deleted by the applicable top-level domain registry at the time of your purchase, you acknowledge and agree that the term of your registration will be for a period of one year from the date it is initially registered with Moniker or another registrar by the provider of the backorder service.

8. MODIFICATIONS TO YOUR ACCOUNT

In order to change any of your account information with us, you must use your Account Number or User Name and the Password. Please safeguard your Account Number and Password from any unauthorized use. In no event will we be liable for the unauthorized use or misuse of your Account Number or Password.

9. DOMAIN NAME DISPUTE POLICY

If you reserved or registered a domain name through us, you agree to be bound by our current domain name dispute policy that is incorporated herein and made a part of this Agreement by reference. You also agree to submit to proceedings commenced under the Uniform Domain Name Dispute Resolution Policy ("UDRP") and that these may be modified from time to time. The current version of this dispute policy may be found at our Web site: http://www.moniker.com/help/disputepolicies.jsp . Please take the time to familiarize yourself with that policy.

10. DOMAIN NAME DISPUTE POLICY MODIFICATIONS

You agree that we, in our sole discretion, may modify our dispute policy. We may post any such revised policy on our Web site at least thirty (30) calendar days before it becomes effective. You agree that, by maintaining the reservation or registration of your domain name after modifications to the dispute policy become effective, you have agreed to these modifications. You acknowledge that if you do not agree to any such modification, you may terminate this Agreement. We will not refund any fees paid by you if you terminate your Agreement with us.

11. DOMAIN NAME DISPUTES

You agree that, if your use of our domain name registration services is challenged by a third party, you will be subject to the provisions specified in our dispute policy in effect at the time of the dispute. You agree that in the event a domain name dispute arises with any third party, you will indemnify and hold us harmless pursuant to the terms and conditions set forth below in this Agreement. If we are notified that a complaint has been filed with another registrar, a judicial or administrative body regarding your use of our domain name registration services, you agree not to make any changes to your domain name record without our prior approval. We may not allow you to make changes to such domain name record until we are directed to do so by the judicial or administrative body, or we receive notification by you and the other party contesting your registration and use of our domain name registration services that the dispute has been settled. Furthermore, you agree that if you are subject to litigation regarding your registration and use of our domain name registration services, we may deposit control of your domain name record into the registry of the court by supplying a party with a registrar certificate from us. You agree that we will comply with all court orders, domestic or international, directed against you and/or the domain name registration and may move such domains into our disputed domain account at Moniker. The Registered Name Holder shall agree that its registration of the Registered Name shall be subject to suspension, cancellation, or transfer pursuant to any ICANN adopted specification or policy, or pursuant to any registrar or registry procedure not inconsistent with an ICANN adopted specification or policy, (1) to correct mistakes by Registrar or the Registry Operator in registering the name or (2) for the resolution of disputes concerning the Registered Name.

For the adjudication of disputes concerning or arising from use of the Registered Name, the Registered Name Holder shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts (1) of the Registered Name Holder's domicile and (2) where Registerar is located.

12. AGENTS

You agree that, if your agent (e.g., an Internet Service Provider, employee, etc.) purchased our service(s) on your behalf, you are nonetheless bound as a principal by all terms and conditions herein, including the dispute policy. Your continued use of our services shall ratify any unauthorized actions of your agent. By acting on your behalf, your agent certifies that he or she is authorized to apply for our services on your behalf, that he or she is authorized to bind you to the terms and conditions of this Agreement. In addition, you are responsible for any errors made by your agent. We will not refund fees paid by you or your agent on your behalf for any reason, including, but not limited to, in the event that your agent fails to comply with the terms and conditions of this Agreement, your agent incorrectly provides information in the application process or if your agent changes or otherwise modifies your domain name record incorrectly.

13. NOTICES AND ANNOUNCEMENTS

You authorize us to notify you as our customer of information that we deem is of potential interest to you. Notices and announcements may include commercial e-mails and other notices describing changes, upgrades, new products and services or other information pertaining to Internet security or to enhance your identity on the Internet and/or other relevant matters. If you do not wish to receive bulk email solicitation notices or announcements please send us an email at support@moniker.com.

14. EXCLUSIVE REMEDY

You agree that our entire liability, and your exclusive remedy, in law, in equity, or otherwise, with respect to any Moniker service(s) provided under this Agreement and/or for any breach of this Agreement is solely limited to the amount you paid for such service(s). Moniker and its contractors shall not be liable for any direct, indirect, incidental, special or consequential damages resulting from the use or inability to use any of the Moniker services or for the cost of procurement of substitute services. Because some states do not allow the exclusion or limitation of liability for consequential or incidental damages, in such states, our liability is limited to the extent permitted by law. We disclaim any and all loss or liability resulting from, but not limited to:

loss or liability resulting from access delays or access interruptions;

loss or liability resulting from data non-delivery or data mis-delivery;

loss or liability resulting from acts of God;

loss or liability resulting from the unauthorized use or misuse of your Account Number, Password or security authentication option;

loss or liability resulting from errors, omissions, or misstatements in any and all information or service(s) provided under this Agreement;

loss or liability relating to the deletion of or failure to store e-mail messages;

loss or liability resulting from the development or interruption of your Website;

loss or liability from your inability to use our dot com mail service;

loss or liability that you may incur in connection with our processing of your application for our services, our processing of any authorized modification to your domain name record or your agents failure to pay any fees, including the initial registration fee or re-registration fee; or

loss or liability as a result of the application of our dispute policy.

15. INDEMNITY

You agree to release, indemnify, defend and hold Moniker, in our capacities as the registry and a registrar, and the applicable registry for any top-level domain in which you are applying for services hereunder, and any of our or their contractors, agents, employees, officers, directors, shareholders, affiliates and assigns harmless from all liabilities, claims, damages, costs and expenses, including reasonable attorneys' fees and expenses, of third parties relating to or arising under this Agreement, the Moniker services provided hereunder, your domain name registration, or your use of the Moniker services, including without limitation infringement or dilution by you, or someone else using our service(s) from your computer, of any intellectual property or other proprietary right of any person or entity, or a violation of any of our operating rules or policies relating to the service(s) provided. When we are threatened with suit or sued by a third party, we may seek written assurances from you concerning your promise to indemnify us; your failure to provide those assurances may be considered by us to be a material breach of this Agreement.

You agree to defend, indemnify and hold harmless Moniker Online Services, LLC and Moniker Online Services, Inc., its affiliates and business partners, and any applicable domain name registry, including without limitation VeriSign, Inc., Afilias Limited, NeuLevel, Inc., NeuStar, Inc., SITA and Public Interest Registry, and their respective subsidiaries and affiliates, and the directors, officers, employees and agents, subcontractors and snateholders of each of them, from and against any and all claims, actions, losses, damages, expenses and costs, including meas mable attorneys' fees and expenses, arising out of or relating to (i) your domain name registration, (ii) any breach by you of this Agreement, including the Dispute Policy, or (iii) any third party claim, action, or demand related to your domain name or the use thereof. This indemnification obligation shall survive the termination or expiration of the registration agreement.

If we are notified that a complaint has been filed with a judicial or administrative body regarding your use of our domain name registration services, you agree not to make any changes to your domain name record without our prior approval. We may not allow you to make changes to such domain name record until (i) we are directed to do so by the judicial or administrative body, or (ii) we receive notification by you and the other party contesting your registration and use of our domain name registration services that the dispute has been settled. Furthermore, you agree that if you are subject to litigation regarding your registration and use of our domain name registration services, we may deposit control of your domain name record into the registry of the judicial body by supplying a party with a registrar certificate from us. You agree that we will comply with all court orders, domestic or international, directed against you and/or the domain name registration.

16. ADDITIONAL REGISTRY REQUIREMENTS

The following provisions apply to any domain names that you register through Moniker in the relevant registry(ies).

(.INFO) With respect to any registration of a .INFO second level domain name, you agree to the following terms:

You consent to the use, copying, distribution, publication, modification, and other processing of your Personal Data by Afilias, the INFO Registry Operator, and its designees and agents in a manner consistent with the purposes specified pursuant in its contract.

You agree to submit to proceedings under ICANN's Uniform Domain Name Dispute Policy (UDRP) and comply with the requirements set forth by Afilias for domain names registered during the Sunrise Period, including the mandatory Sunrise Dispute Resolution Policy. These policies are subject to modification by Afilias in its discretion.

You agree to immediately correct and update the registration information for the .INFO registered domain name during registration term for suchdomain name; failure to correct this information shall constitute a breach of this Agreement.

You acknowledge that Afilias, the registry operator for .INFO, will have no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the Sunrise Period or the Land Rush Period, including, without limitation: (a) the ability or inability of a registrant to obtain a given domain name during these periods, and (b) the results of any dispute over a Sunrise Registration.

Moniker and Afilias, the registry operator for .INFO, expressly reserve the right to deny, cancel or transfer any registration that either shall deem necessary, in its discretion, to protect the integrity and stability of the .INFO registry, to comply with any applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process, or to avoid any liability, civil or criminal, on the part of Moniker and/or Afilias as well as their affiliates, subsidiaries, officers, directors and employees. Moniker and Afilias also reserve the right to lock a domain name during resolution of a dispute.

17. BREACH

You agree that your failure to abide by any provision of this Agreement, any Moniker operating rule or policy, the dispute policy, or your willful provision of inaccurate or unreliable information as part of the application process, or your failure to update your information to keep it current, complete or accurate, or your failure to respond for over fifteen (15) calendar days to inquiries from us concerning the accuracy of the contact details associated with your domain name registration may be considered by us to be a material breach and that we may provide a written notice, describing the breach, to you. If within ten (10) calendar days of the date of such notice, you fail to provide evidence, which is reasonably satisfactory to us, that you have not breached your obligations under the Agreement, then we may delete the registration or reservation of your domain name and/or terminate the other Moniker service(s) you are using without further notice. We will not refund any fees paid by you if we terminate your Agreement due to your breach. Any such breach by you shall not be deemed to be excused simply because we did not act earlier in response to that, or any other breach, by you.

18. NO GUARANTEE

You agree that, by registration of your chosen domain name, such registration does not confer immunity from objection to either the registration or use of your domain name.

19. REPRESENTATIONS AND WARRANTIES

You agree and warrant that:

the information that you or your agent on your behalf provide to us during the application process to register your domain name or to apply for other Moniker service(s) is, to the best of your knowledge and belief, accurate and complete, and that any future changes to this information will be provided to us in a timely manner according to the modification procedures in place at that time;

to the best of your knowledge and belief neither the registration of your domain name nor the manner in which you intend to use such domain name will directly or indirectly infringe the legal rights of a third party;

you have all requisite power and authority to execute this Agreement and to perform your obligations hereunder;

you have selected the necessary security option(s) for your domain name registration record; and

you are of legal age to enter into this Agreement.

You agree that your use of our service(s) is solely at your own risk. You agree that all of our services are provided on an "as is," and "as available" basis.

20. DISCLAIMER OF WARRANTIES

WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT OUR SERVICE(S) WILL MEET YOUR REQUIREMENTS, OR THAT THE SERVICE(S) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DO WE MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE(S) OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH OUR DOT COM MAIL SERVICE. YOU UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF OUR DOT COM MAIL SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA. WE MAKE NO WARRANTY REGARDING ANY GOODS OR SERVICES PURCHASED OR OBTAINED THROUGH ANY OF OUR SERVICES OR ANY TRANSACTIONS ENTERED INTO THROUGH SUCH SERVICES. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH OUR DOT COM MAIL SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. TO THE EXTENT JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAINWARRANTIES, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

21, REVOCATION

You agree that we may terminate your contractual right to use our service(s) if the information that you are obligated to provide to register your domain name or register for other Moniker service(s), or that you subsequently modify, contains false or misleading information, or conceals or omits any information we would likely consider material to our decision to register your domain name or to continue to provide you domain name registration services. Furthermore, you agree that we may suspend, cancel or transfer your domain name registration services in order to: (i) correct mistakes made by us or the registry in registering your chosen domain name, or (ii) to resolve a dispute under our dispute policy. We will not refund any fees paid by you if we terminate your services.

22. RIGHT OF REFUSAL

We, in our sole discretion, reserve the right to refuse to register your chosen domain name or register you for other Moniker service(s), or to delete your domain name within the first thirty (30) calendar days from receipt of your payment for such services. In the event we do not register your domain name or register you for other Moniker service(s), or we delete your domain name or other Moniker service(s) within five (5) calendar day period, we agree to refund any applicable fee(s) you have paid. You agree that we shall not be liable to you for loss or damages that may result from our refusal to register, the deletion your domain name or refusa to register you for other Moriker service(s).

23. SEVERABILITY

You agree that the terms of this Agreement are severable. If any term or provision is declared invalid or unenforceable, that term or provision will be construed consistent with applicable law as nearly as possible to reflect the original intentions of the parties, and the remaining terms and provisions will remain in full force and effect.

24. ENTIRETY

You agree that this Agreement, the rules and policies published by us, the dispute policy and the privacy statement are the complete and exclusive agreement between you and us regarding our services. This Agreement, our rules and policies, the dispute policy and the privacy statement supersedeall prior agreements and understandings, whether established by custom, practice, policy or precedent.

25. TRANSFER AND ASSIGNMENT

You may transfer your domain name registration to a third party of your choice, subject to the procedures and conditions found at: http://www.moniker.com/help/dtc.jsp, incorporated herein by reference. You understand that you may not transfer your domain to another Registrar until the 61st day after initial registration or transfer of the domain to Moniker, or change of ownership of the domain within the Moniker system. When requesting to transfer your domain to (or from) Moniker to (or from) another Registrar, Moniker must receive authorization by you in advance of such transfer request. This authorization can come in the form of an email from the account holder and/or registrant, or via authorized fax showing proof of ownership of the domain. When transferring a domain name to Moniker, your registration will be extended for one year, provided that in no event shall the total unexpired term of the registration exceed ten (10) years.

You agree to maintain accurate records appropriate to document and prove the initial domain name registration date, regardless

of the number of Registrars with which you entered into a contract for registration services.

Your rights under this Agreement are not assignable and any attempt by your creditors to obtain an interest in your rights under this Agreement, whether by attachment, levy, garnishment or otherwise, renders this Agreement voidable at our option.

26. GOVERNING LAW

This Agreement is governed by and construed in accordance with the applicable laws of the State of Florida and the federal laws of the United States. For all matters arising from this Agreement or your use of Moniker's services, including, but not limited to, claims in which your use of our domain name registration services is challenged by a third party, Client and Moniker agree to the exclusive subject matter jurisdiction, personal jurisdiction and venue of the United States District Court for the Southern District of Florida, Miami Division. If there is no jurisdiction in the United States District Court for the Southern District of Florida, Miami Division, for any disputes between us under or arising out of this Agreement or your use of Moniker's services, you and we agree that jurisdiction shall be in the courts of Miami-Dade County, Florida. THE PARTIES HEREBY WAIVE ANY RIGHT TO JURY TRIAL WITH RESPECT TO ANY ACTION BROUGHT IN CONNECTION WITH THIS AGREEMENT. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded. Moniker's failure to exercise or enforce any right orprovision of this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Moniker by writing;

Client and Moniker agree that any cause of action arising out of or related to this Service must commence within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred.

27. LANDING PAGES & PARKING PAGES

All domain names registered through Moniker and/or DomainSystems that are pointed to a "Coming Soon," For Sale, Search, or special Idle Web page which informs visitors that the registrant has recently registered their domain name at Moniker and/or DomainSystems. These Web pages may be modified at any time by Moniker and/or DomainSystems without prior notice to you and may include such things as, without limitation (i) links to additional products and services offered by Moniker and/or DomainSystems, (ii) advertisements for products and services offered by third-parties, and (iii) an internet search engine interface. You agree that DomainSystems and/or Moniker has the right to point names as set forth herein without compensation or remuneration to you. If for any reason you do not wish to have the domain name you have registered pointed to a Coming Soon, For Sale, Search, or special Idle Web page, please notify our Customer Support team at support@moniker.com and/or DomainSystems, or use Monker and/or DomainSystems's Domain Manager utility to forward your domain to another location.

28. PROHIBITED CONDUCT

You agree that the following is a non-exclusive list of actions that are not permitted:

the uploading, posting or otherwise transmitting of any content on our Web Site that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;

the impersonation of any person or entity, including, but not limited to, a Moniker official, forum leader, guide or host, or falsely state or otherwise misrepresert your affiliation with a person or entity;

the uploading, posting or other transmittal of any content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);

the uploading, posting or other transmittal any content that infringes anypatent, trademark, trade secret, copyright or other proprietary rights of any party;

the uploading, posting or other transmittal of any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;

the uploading, posting or other transmittal of any content that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

intentionally or unintentionally violating any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law;

"stalking" or otherwise harassing another;

collecting or storing personal data about other users;

promoting or providing instructional information about illegal activities, promoting physical harm against any group or individual, or promoting any act of cruelty to animals.

29. AGREEMENT TO BE BOUND

By applying for a Moniker service(s) through our online application process or by applying for and registering a domain name as part of our web or e-mail template application process or by using the service(s) provided by Moniker under this Agreement, you acknowledge that you have read and agree to be bound by all terms and conditions of this Agreement and any pertinent rules or policies that are or may be published by Moniker. at any time. These terms will continue to apply to all past use of the Service(s) by You, even if You are no longer using the Service(s). You acknowledge and agree that Registrar may terminate or block Your use of all or part of the Service without prior notice for any reason, including, without limitation, if Registrar believes You have engaged in conduct prohibited by these terms. You agree that upon termination or discontinuance for any reason, Moniker may delete all information related to You on the Service and may bar Your access to and use of the Service.

Registered Name Holder shall:

Indemnify to the maximum extent permitted by law, defend and hold harmless Registry Operator, and its directors, officers, employees and agents from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to the Registered Name Holder's domain name registration and or use, and this indemnification obligation survive the termination or expiration of the registration agreement; (3.7)

Indemnify, defend and hold harmless Registry Services Provider, its subsidiaries and affiliates, and the directors, officers, employees and agents or each of them, from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to the Registered Name Holder's domain name registration and or use, and indemnification obligation survive the termination or expiration of the registration agreement; (3.7.1)

Acknowledge and agree that notwithstanding anything in this Agreement to the contrary, mTLD Top Level Domain Ltd. ("dotmobi"), the Registry Operator of the .mobi TLD, is and shall be an intended third party beneficiary of this Agreement. As such, the parties to this Agreement acknowledge and agree that the third party beneficiary rights of dotmobi have vested and that dotmobi has relied on its third party beneficiary rights under this Agreement in agreeing to Moniker, being a registrar for the mobi top-level domain. Additionally, the third party beneficiary rights of dotmobi shall survive any termination or expiration of this Agreement (3.8.3)

Comply with ICANN requirements, standards, policies, procedures, and practices for which Registry Operator has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN; (3.8.1)

Comply with operational scandards, policies, procedures, and practices for the Registry TLD established from time to time by Registry Operator in a non-arbitrary manner as Registry Policies, applicable to all registrars and/or Registered Name Holders, and consistent with the Registry Agreement shall be effective upon thirty days notice by Registry Operator to Registrar; (3.8.2)

Consent to the use, copying, distribution, publication, modification and other processing of Registered Name Holder's Personal Data by Registry Operator and its designees and agents in a manner consistent with the purposes specified pursuant to Subsection 2.6 and with relevant mandatory local data protection, laws and privacy; (3.8.4)

Submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy ("UDRP"); (3.8.5)

Immediately correct and update the registration information for the registered Name during the registration term for the Registered Name; (3.8.6)

Acknowledge and agree to be bound by the terms and conditions of the initial launch and general operations of the Registry TLD, including without limitation the Limited Industry Launch, the Sunrise Period, the Land Rush Period, the Sunrise Dispute Resolution Policy, the Premium Name Allocation Process, and the General Registration Period, and further to acknowledge that Registry Operator and the Registry Service Provider has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the Limited Industry Launch, the Sunrise Period, the Land Rush Period, the Sunrise Dispute Resolution Policy, the Premium Name Allocation Process, and the General Registration Period including, without limitation: (a) the ability or inability of a registrant to obtain a Registered Name during these periods, and (b) the results of any dispute made during the limited industry launch or over a Sunrise Registration. (3.8.7)

Acknowledge and agree that the Registry and Registry Services Provider, acting in consent with the Registry, reserves the right to deny, cancel or transfer any registration that it deems necessary, in its discretion (i) to protect the integrity and stability of the registry; (ii) to comply with all applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process; (iii) to avoid any liability, civil or criminal, on the part of the Registry as well as its affiliates, subsidiaries, officers, directors, representatives, employees, and stockholders; (iv) for violations of the terms and conditions herein; or (v) to correct mistakes made by the Registry or any registrar in connection with a domain name registration, and the Registry also reserves the right to freeze a Registered Name during resolution of a dispute. (3.8.8.)

Acknowledge and agree that they must comply with the requirements, standards, policies, procedures and practices set forth in the dotmobi Style Guide (www.mtld.mobi) and consent to the monitoring of the website as described in the dotmobi Style Guide monitoring guidelines (www.mtld.mobi) for compliance with the Style Guide. Furthermore, Registrant acknowledges and agrees that this Style Guide is subject to modification by the Registry with any such changes appearing at the previously designated URL, and that Registrant must promptly comply with any such changes in the time allotted. (3.8.9)

Acknowledge and agree that Proxy or Proxy Registrations will not be allowed during the Sunrise Period, the Limited Industry Launch and the Premium Name Allocation and Auction Period, and in such an instance will constitute a material breach to this contract. (3.9.1)

All site contents (c) 2005-2008, Moniker Online Services, LLC. Moniker is a subsidiary of Oversee.netAll rights reserved.

About Us | Site Map | DomainNewz | Contact Us | Privacy Policy | Terms & Conditions

Register Domain Names with Moniker Online Services, LLC



WHOIS 🤐

Toll-free: 1-800-688-6311 Moniker Support Center

HOME REGISTER DOMAINS TRANSFER DOMAINS ORDER PRODUCTS WEB HOSTING/EMAIL BACKORDER DOMAINS PROMOTE YOUR SITE PARTNERS **Domain Name Services** My Account **My Domains Fund Account** Status Center Shopping Cart Help Help

Dispute Policies

- 1. Purpose. This Uniform Domain Name Dispute Resolution Policy (the "Policy") has been adopted by the Internet Corporation for Assigned Names and Numbers ("ICANN"), is incorporated by reference into your Registration Agreement, and sets forth the terms and conditions in connection with a dispute between you and any party other than us (the registrar) over the registration and use of an Internet domain name registered by you. Proceedings under Paragraph 4 of this Policy will be conducted according to the Rules for Uniform Domain Name Dispute Resolution Policy (the "Rules of Procedure"), which are available at http://www.icann.org/udrp/udrp-rules-24oct99.htm, and the selected administrative-dispute-resolution service provider's supplemental rules.
- 2. Your Representations. By applying to register a domain name, or by asking us to maintain or renew a domain name registration, you hereby represent and warrant to us that (a) the statements that you made in your Registration Agreement are complete and accurate; (b) to your knowledge, the registration of the domain name will not infringe upon or otherwise violate the rights of any third party; (c) you are not registering the domain name for an unlawful purpose; and (d) you will not knowingly use the domain name in violation of any applicable laws or regulations. It is your responsibility to determine whether your domain name registration infringes or violates someone else's rights.
- 3. Cancellations, Transfers, and Changes. We will cancel, transfer or otherwise make changes to domain name registrations under the following circumstances:
- a. subject to the provisions of Paragraph 8, our receipt of written or appropriate electronic instructions from you or your authorized agent to take such action;
- b. our receipt of an order from a court or arbitral tribunal, in each case of competent jurisdiction, requiring such action; and/or
- c. our receipt of a decision of an Administrative Panel requiring such action in any administrative proceeding to which you were a party and which was conducted under this Policy or a later version of this Policy adopted by ICANN. (See Paragraph 4(i) and (k) below.)

We may also cancel, transfer or otherwise make changes to a domain name registration in accordance with the terms of your Registration Agreement or other legal requirements.

4. Mandatory Administrative Proceeding.

This Paragraph sets forth the type of disputes for which you are required to submit to a mandatory administrative proceeding. These proceedings will be conducted before one of the administrative-dispute-resolution service providers listed at http://www.rcann.org/udrp/approved-providers.htm (each, a "Provider").

- a. Applicable Disputes. You are required to submit to a mandatory administrative proceeding in the event that a third party (a "complainant") asserts to the applicable Provider, in compliance with the Rules of Procedure, that
- (i) your domain name is identical or confusingly similar to a trademark or service mark in whichthe complainant has rights; and
- (ii) you have no rights or legitimate interests in respect of the domain name; and
- (iii) your domain name has been registered and is being used in bad faith.
- (iv) For the adjudication of disputes concerning or arising from use of the Registered Name, the Registered Name Holder shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts (1) of the Registered Name Holder's domicile and (2) where Registrar is located.

In the administrative proceeding, the complainant must prove that each of these three elements are present.

- b. Evidence of Registration and Use in Bad Faith. For the purposes of Paragraph 4(a)(iii), the following circumstances, in particular but without limitation, if found by the Panel to be present, shall be evidence of the registration and use of a domain name in bad faith:
- (i) circumstances indicating that you have registered or you have acquired the domain name primarily for the purpose of selling, renting, or otherwise transferring the domain name registration to the complainant who is the owner of the trademark or service mark or to a competitor of that complainant, for valuable consideration in excess of your documented out-of-pocket costs directly related to the domain name; or
- (ii) you have registered the domain name in order to prevent the owner of the trademark or service mark from reflecting the mark in a corresponding domain name, provided that you have engaged in a pattern of such conduct; or
- (iii) you have registered the domain name primarily for the purpose of disrupting the business of a competitor; or
- (iv) by using the domain name, you have intentionally attempted to attract, for commercial gain, Internet users to your web site or other on-line location, by creating a likelihood of confusion with the complainant's mark as to the source, sponsorship, affiliation, or endorsement of your web site or location or of a product or service on your web site or location.

- c. How to Demonstrate Your Rights to and Legitimate Interests in the Domain Name in Responding to a Complaint. When you receive a complaint, you should refer to Paragraph 5 of the Rules of Procedure in determining how your response should be prepared. Any of the following circumstances, in particular but without limitation, if found by the Panel to be proved based on its evaluation of all evidence presented, shall demonstrate your rights or legitimate interests to the domain name for purposes of Paragraph 4(a)(ii):
- (i) before any notice to you of the dispute, your use of, or demonstrable preparations to use, the domain name or a name corresponding to the domain name in connection with a bona fide offering of goods or services; or
- (ii) you (as an individual, business, or other organization) have been commonly known by the domain name, even if you have acquired no trademark or service mark rights; or
- (iii) you are making a legitimate noncommercial or fair use of the domain name, without intent for commercial gain to misleadingly divert consumers or to tarnish the trademark or service mark at issue.
- e. Initials in of Proceeding and Process and Appointment of Administrative Panel. The Rules of Procedure state the process for midating and conducting a proceeding and for appointing the panel that will decide the dispute (the "Administrative Panel").
- **f. Consolidation.** In the event of multiple disputes between you and a complainant, either you or the complainant may petition to consolidate the disputes before a single Administrative Panel. This petition shall be made to the first Administrative Panel appointed to hear a pending dispute between the parties. This Administrative Panel may consolidate before it any or all such disputes in its sole discretion, provided that the disputes being consolidated are governed by this Policy or a later version of this Policy adopted by ICANN.
- **g. Fees.** All fees charged by a Provider in connection with any dispute before an Administrative Panel pursuant to this Policy shall be paid by the complainant, except in cases where you elect to expand the Administrative Panel from one to three panelists as provided in Paragraph 5(b)(iv) of the Rules of Procedure, in which case all fees will be split evenly by you and the complainant.
- h. Our Involvement in Administrative Proceedings. We do not, and will not, participate in the administration or conduct of any proceeding before an Administrative Panel. In addition, we will not be liable as a result of any decisions rendered by the Administrative Panel.
- **i. Remedies.** The remedies available to a complainant pursuant to any proceeding before an Administrative Panel shall be limited to requiring the cancellation of your domain name or the transfer of your domain name registration to the complainant.
- **j. Notification and Publication.** The Provider shall notify us of any decision made by an Administrative Panel with respect to a domain name you have registered with us. All decisions under this Policy will be published in full over the Internet, except when an Administrative Panel determines in an exceptional case to redact portions of its decision.
- **k. Availability of Court Proceedings.** The mandatory administrative proceeding requirements set forth in Paragraph 4 shall not prevent either you or the complainant from submitting the dispute to a court of competent jurisdiction for independent resolution before such mandatory administrative proceeding is commenced or after such proceeding is concluded. If an Administrative Panel decides that your domain name registration should be canceled or transferred, we will wait ten (10) business days (as observed in the location of our principal office) after we are informed by the applicable Provider of the Administrative Panel's decision before implementing that decision. We will then implement the decision unless we have received from you during that ten (10) business day period official documentation (such as a copy of a complaint, file-stamped by the clerk of the court) that you have commenced a lawsuit against the complainant in a jurisdiction to which the complainant has submitted under Paragraph 3(b)(xiii) of the Rules of Procedure. (In general, that jurisdiction is either the location of our principal office or of your address as shown in our Whois database. See Paragraphs 1 and 3(b)(xiii) of the Rules of Procedure for details.) If we receive such documentation within the ten (10) business day period, we will not implement the Administrative Panel's decision, and we will take no further action, until we receive (i) evidence satisfactory to us of a resolution between the parties; (ii) evidence satisfactory to us that your lawsuit has been dismissed or withdrawn; or (iii) a copy of an order from such court dismissing your lawsuit or ordering that you do not have the right to continue to use your domain name.
- **5. All Other Disputes and Litigation.** All other disputes between you and any party other than us regarding your domain name registration that are not brought pursuant to the mandatory administrative proceeding provisions of Paragraph 4 shall be resolved between you and such other party through any court, arbitration or other proceeding that may be available.
- **6. Our Involvement in Disputes.** We will not participate in any way in any dispute between you and any party other than us regarding the registration and use of your domain name. You shall not name us as a party or otherwise include us in any such proceeding. In the event that we are named as a party in any such proceeding, we reserve the right to raise any and all defenses deemed appropriate, and to take any other action necessary to defend ourselves.
- **7. Maintaining the Status Quo.** We will not carcel, transfer, activate, deactivate, or otherwise change the status of any domain name registration under this Policy except as provided in Paragraph 3 above.
- 8. Transfers During a Dispute.
- a. Transfers of a Domain Name to a New Holder. You may not transfer your domain name registration to another holder (i) during a pending administrative proceeding brought pursuant to Paragraph 4 or for a period of fifteen (15) business days (as observed in the location of our principal place of business) after such proceeding is concluded; or (ii) during a pending court proceeding or arbitration commenced regarding your domain name unless the party to whom the domain name registration is being transferred agrees, in writing, to be bound by the decision of the court or arbitrator. We reserve the right to cancel any transfer of a domain name registration to another holder that is made in violation of this subparagraph.
- b. Changing Registrars. You may not transfer your domain name registration to another registrar during a pending administrative proceeding brought pursuant to Paragraph 4 or for a period of fifteen (15) business days (as observed in the

location of our principal place of business) after such proceeding is concluded. You may transfer administration of your domain name registration to another registrar during a pending court action or arbitration, provided that the domain name you have registered with us shall continue to be subject to the proceedings commenced against you in accordance with the terms of this Policy. In the event that you transfer a domain name registration to us during the pendency of a court action or arbitration, such dispute shall remain subject to the domain name dispute policy of the registrar from which the domain name registration was transferred.

9. Policy Modifications.

We reserve the right to modify this Policy at any time with the permission of ICANN. We will post our revised Policy at www.moniker.com/help/newpolicy.jsp at least thirty (30) calendar days before it becomes effective. Unless this Policy has already been invoked by the submission of a complaint to a Provider, in which event the version of the Policy in effect at the time it was invoked will apply to you until the dispute is over, all such changes will be binding upon you with respect to any domain name registration dispute, whether the dispute arose before, on or after the effective date of our change. In the event that you object to a change in this Policy, your sole remedy is to cancel your domain name registration with us, provided that you will not be entitled to a refund of any fees you paid to us. The revised Policy will apply to you until you cancel your domain name registration.

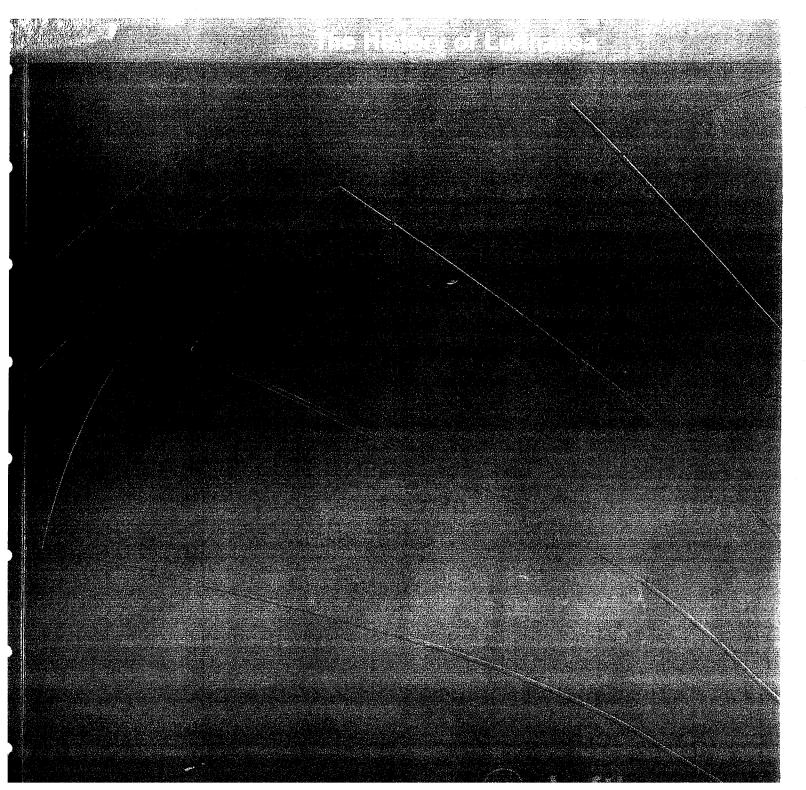
All site contents (c) 2005-2008, Moniker Online Services, LLC. Moniker is a subsidiary of Oversee.netAll rights reserved.

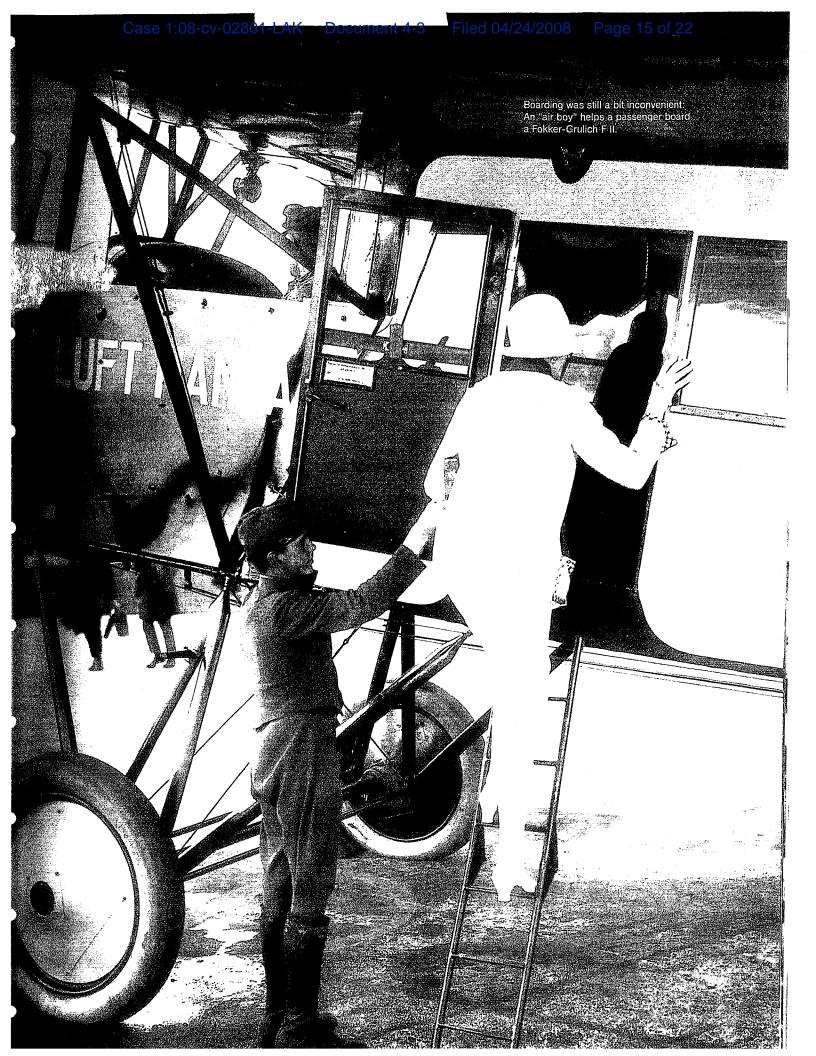
About Us | Site Map | DomainNewz | Contact Us | Privacy Policy | Terms & Conditions

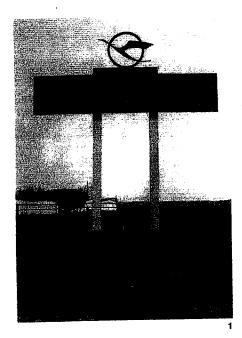
Register Domain Names with Moniker Online Services, LLC

E

As Time Flies By







"Luft Hansa," written as two words until 1933 and then as one – Lufthansa was to become a byword in international air transport. The airline's name and its crane symbol soon stood for technical precision, safety in flying and comprehensive pilot training for flying in bad weather and low visibility. Supported by the German Reich, Lufthansa managed to create the first air links to the Far East and South America.

With Lufthansa, this unified company promising to make flying more profitable and efficient, the often adventurous era of postwar aviation drew to a close. Now, the new carrier represented the search for feasible forms of air transport, which first had to win its place in the market against competition from a dense railway network, operating day and night.

But above all, public skepticism – or even fear – had to be overcome and trust needed to be built. This led Lufthansa to offer tips like this one to its passengers: "After your flight, do not try to play the role of the hero before your friends and neighbors. Courage has not been a necessary part of air travel for some time now. But you can do air transport a service by enlightening those who are a bit behind the times and still consider a trip by air to be a dangerous, sensational event."

First and foremost: Safety

As the new company's organization was streamlined and its outdated fleet gradually modernized, communications instruments were improved and reliable air navigation services were set up by the authorities. Safety was now the number one priority – which had not been the case in military flight operations, from where most pilots came. In the beginning, flying nearly came to a complete halt during the winter months. It took a number of years before civil aviation made its first tentative steps into the harsher season, with its adverse conditions such as fog and snow. At one point, there were even aircraft equipped with skis instead of wheels.

A pioneering era: The first night-operated routes placed the highest demands on flight crews, as aircraft equipment remained within almost primitive limits – merely illuminating cockpit instruments was a problem. Along these routes – from Berlin to Hanover and to Königsberg – floodlights had been installed and sites for emergency landings had been prepared at regular intervals. As the operation of night flights expanded, the carriage of mail increased, giving Lufthansa an important competitive edge over the railways. In the wake of Lufthansa's successful night mail services, the European postal administrations agreed to an international network of night flights.

1/11/2008 3:06 PM

Lufthansa

From Wikipedia, the free encyclopedia

ď	3
2221	777
	3
Ž	3
2	2
7	2
44	
1	
1	
2	į

IATA LH	ICA0 DLB	Callsign LUFTHANSA
Founded		1926 (as Deutsche Luft Hansa Aktiengesellschaft), refounded 1954
Hubs		Frankfurt International AirportMunich Airport
Focus cities		 Düsseldorf International Airport Hamburg International Airport
Frequent flyer program	. program	Miles & More
Member lounge	2	HON / Senator Lounge
Alliance		Star Alliance
Fleet size	-	319 (+ 145 orders + 30 options); Luthansa AG including subsidiaries: 505
Destinations		188
Company slogan	an	There's no better way to fly.
Headquarters		Cologne, Germany
Key people		Jürgen Weber (Head of Supervisory Board and former CEO), Wolfgang Mayrhuber(CEO), Stefan Lauer (),

(http://deutsche-boerse.com/dbag/dispatch/en/isg/gdb_navigation/investor_relations/20_The_Share/10_Price?module=InOverview_Equi&wp=DE0008232125&foldertype=_Equi&wplist=DE0008232125&active=overview&wpbpl=) (pronounced ['dɔtɪf]ə 'lofthanza]) is the second largest airlinin Europe (after Air France - KLM. The name of the company is derived front/uft (the German word for "air"), and Hansa (after Hanseatic League, the powerful medieval trading group)

destinations. [1] It has the second-largest passenger airline fleet in the world, when combined with Luthhansa CityLine, Air Dolomiti, Eurowings, Germanwings, Augsburg Airways, Contact Air, and SWISS, operating 529 aircraft. The airline is the German flag carrier and the world's sixth largest airline in terms of overall passengers carried, operating services to 200 destinations in 100 countries. Together with its partners Lufthansa services over 410

Lufthansa is based in Cologne. Its main base and primary traffic hub is at Frankfurt International Airport in Frankfurt am Main with a second hub at Munich International Airport. [1]

Lufthansa is a founding member of Star Alliance, the largestirline alliance Star Alliance was formed in 1997 together with Thai Airways, United Airlines, Air Canada and Scandinavian Airline Systems. Star Alliance has now 17 member airlines and 3 regional members. The Lufthansa Group operates more than 400 aircraft and employs nearly 100,000 people worldwide. In 2007, 56,4 million passengers flew with Lufthansa.

Contents

1 History

- 3 History of the brand 2 Subsidiaries
 - 4 Destinations
 - 5 Fleet
- 5.1 Lufthansa Cityline 5.2 Lufthansa Cargo
 - 7 Accidents and incidents 6 Livery
 - 8 See also

 - 9 References
- 10 External links

History

Lufthansa in one word has been used since 1933. As seen in the documentary, Triumph of the Will, Lufthansa was always the favorite air carrier of Adolf Hitler and, later, was the official airline of the Nazi party (NSDAP). On December 9, 1927, Deutsche Luft Hansa, on behalf of the German government, established an agreement with the Spanish government authorizing an air service between the two countries. This included a capital investment to The company was founded on 6 January 1926 in Berlin, following a merger between "Deutsche Aero Lloyd" (DAL) arkitkers Luftverkehr [2] The company's original name was Deutsche Luft Hansa Aktiengesellschaft. establish an air company that would eventually become Iberia.

Case 1:08-cv-02801-LAK

In the years prior to World War II, the company pioneered routes to the Far East and across the North Atlantic and the South Atlantic, using a large fleet of mostly Dornier, Junkers, Heinkel, Focke-Wulf and other German-designed aircraft. After the outbreak of war in 1939, Lufthansa was only able to maintain service to neutral countries. Early in the war, along with the Italian Transcontinental Airline (Linee Aeree Transcontinentali Italiane, or LATI), the company competed vigorously in South America. [3] However, all service was suspended by Lufthansa following Germany's defeat in 1945.

successor of the Lufthansa founded in 1926 and which existed during and before World War II. On 1 April 1955 Lufthansa resumed scheduled service within Germany. International operations started on 15 May 1955, with flights to Lufthansa was recreated on 6 January 1953 as Aktiengesellschaft für Luftverkehrsbedarf (Luftag) and was renamed Deutsche Lufthansa Aktiengesellschaft on August 6, 1954. The "new" Lufthansa of 1953 is not the legal points in Europe, followed by service to New York on 8 June using Lockheddiper Constellations. South Atlantic routes were resumed in August 1956.

East Germany attempted to establish its own airline in the 1950s using the Lufthansa name, but this resulted in a dispute with West Germany, where the airline was already operating. East Germany renamed its national airline to Interflug, which ceased operations in 1991. Lufthansa was banned from flying into West Berlin until the demise of the communist regime.

In 1958, Lufthansa placed an order four Boeing 707s, used to start jet services from Frankfurt to New York in March of 1960. Boeing 726are later bought to back up the 707 fleet. In February of 1961, Far East routes were extended beyond Bangkok, Thailand to Hong Kong and Tokyo. The cities of Lagos, Nigeria addhannesburg, South Africa were added in 1962. Lufthansa introduced the Boeing 727 into service in 1964 and in May of that same year they began the Polar route from Frankfurt to Tokyo. In February of 1965, the company placed an order for twenty-one Boeing 737 medium-haul jets, which were introduced into service in 1968.

while the NASA airframe was technically the first constructed, it was the last delivered and originally intended for delivery to Lufthansa). In doing so, Lufthansa became the first foreign launch customer for a Boeing commercial Lufthansa was the first customer to purchase and also bought the largest number of Boeing 737 aircraft, and was one of only four buyers of the new 737-100s (the others were NASA, Malaysia-Singapore Airlines and Avianca

The beginning of the wide-body era for Lufthansa was marked with the inaugural Boeing 747 flight on April 26, 1970. In 1971 Lufthansa began service to South America. In 1979, Lufthansa and Swinsari launch customers for

The company's major fleet renovation and modernization programme for the 1990s began on June 29, 1985 with an order for fifteen Airbus A320s and seven Airbus A300-600s. Ten Boeing 737-300s were ordered a few days later the advanced new Airbus A310, with an order for twenty-five aircraft.

All of the aircraft were delivered between 1987 and 1992. Lufthansa also bought Airbus A321, Airbus A340 and the Boeing 747 400.

Lufthansa adopted a new corporate identity in 1988. The fleet was given a new livery while cabins, city offices and airport lounges were redesigned

On 28 October 1990, 25 days after reunification, Berlin became a Lufthansa destination again. On 18 May 1997 Lufthansa, Air Canada, Scandinavian Airlines, Thai Airways and United Airlines formed the Star Alliance, the world's first multilateral airline alliance.

In 2000 Air One became partner airline of Luthansa and nearly all Air One flights are code-shared with Luthansa. In June 2003, Luthansa opened Terminal 2 at Munich's Franz Josef Strauß International Airport to relieve its main hub, Frankfurt, which was suffering from capacity constraints. It is one of the first terminals in Europe partially owned by an airline.

On 17 May 2004, Lufthansa became the launch customer for the Connexion by Boeing in-flight online connectivity service.

On 22 March 2005 SWISS merged with Lufthansa Airlines. The merger included the provision that the majority shareholders (the Swiss government and large Swiss companies) be offered payment



if Luthhansa's share price outperforms an airline index during the years following the merger. The two companies will continue to be run separately.

On 6 December 2006, Lufthansa placed an order for 20 Boeing 747-8 airliners, becoming the launch customer of the type.

Lufthansa is owned by private investors (88.52%), MGL Gesellschaft für Luftverkehrswerte (10.05%), Deutsche Postbank (1.03%) and Deutsche Bank (0.4%) and has 37,042 employees (at March 2007),[1] In August 2007, Lufthansa signed a partnership with Kazakhstan flag carrier Air Astana to expand the flight offering for customers of both companies. On December 14, 2007, Luftansa announced that it would buy 19% of the American carrier Jetblue. [4]













A321-200

Boeing 737-500

History of the brand

The Lufthansa logo, an encircled crane in flight, was created in 1918. It was part of the livery of the first German airline, Deutsche Luftreederei GmbH (DLR), which began air service on 5 February Lufthansa is believed to be F.A. Fischer von Puturzyn. In 1925 he published a book entitled "Luft-Hansa" which examined the options open to aviation policymakers at the time. Luft Hansa was the 1919. The stylised crane was designed by Professor Otto Firle. In 1926 Lufthansa adopted this symbol from Aero Lloyd AG, which merged with DLR in 1923. The original creator of the name name given to the new airline which resulted from the merger of Junkers Luftverkehr AG and Deutscher Aero Lloy $\mathfrak{d}^{[2]}$

Destinations

Further information: Lufthansa destinations

Fleet

Lufthansa operates the following aircraft as of October 2007; [6]

Subsidiaries

In addition to its main operation, Lufthansa has subsidiaries. The most important are:

- SunExpress, Airline based in Antalya, Turkey; 50% owned by Lufthansa (50% Turkish Airlines)
 - Swiss International Air Lines, an airline based in Zurich, Switzerland owned by Lufthansa
 - Lufthansa Cargo, flight logistics company
 - Lufthansa Technik, aircraft maintenance providers
- Lufthansa Systems, largest European aviation IT provider
- Lufthansa Regional, a brand operated by an alliance of several small regional airlines, including Lufthansa CityLine
 - Lufthansa CityLine, a regional carrier, wholly owned by Lufthansa
 - Air Dolomiti, an airline based in Trieste, Italy
- Delvag, an insurance company specializing in air transport
- LSG Sky Chefs, the world's largest airline caterer, which accounts for one third of the world's airline meals
- Luthansa Flight Training, a provider of flight crew training services to various airlines and the main training arm for the Airline's own pilots
 - Condor, a charter carrier, of which Lufthansa holds 24.9%
 - Lufthansa holds 13% of Luxair.
- 49% of Eurowings, but full control, a regional carrier wholly owning Germanwinga low-cost subsidiary operating short-haul point-to-point flights from a number of bases, in Germany
 - 30%, minus 1 share, of BMI, a UK airline
 - Lufthansa has 19% of stake in JetBlue.
- Lufthansa Commercial Holding, containing over 400 service and finance companies of which Lufthansa holds shares



Lufthansa Fleet



Aircraft	Total	Passengers (First/Business*/Economy)	Routes	Notes
Airbus A300-600R	14	217*		
Airbus A319-100	19 (23 orders)	132*		
Airbus A320-200	36 (25 orders)	126		
Airbus A321-100/200	27 (14 orders)	190*		
Airbus A330-300	10 (5 orders)	221 (8/48/165)		
Airbus A340-300	28	266 (44/222) 221 (8/48/165) 247 (8/42/197)		
Airbus A340-600	17 (7 orders)	345 (66/279) 399 (8/44/347)		
Airbus A380-800	(15 orders) (10 options)			Entry into service: 2009
Avro RJ85	18	93*		Operated by Cityline
Boeing 737-300	33	127*		
Boeing 737-500	30	*1		
Boeing 747-400	30	330 (16/80/234) 390 (16/64/310)		
Boeing 747-8	(20 orders) (20 options)	420		Launch customer Entry into service: 2010
Bombardier CRJ-100/200 26	26	\$0\$		Operated by Cityline
Bombardier CRJ-700	20	70*		Operated by Cityline
Bombardier CRJ-900	12 (15 orders)	84*		Operated by Cityline
Embraer 190	(30 orders)			Entry into service: 2008

*First Class is offered aboard some international flights.
*Short haul aircraft base Business Class seating amounts by demand.

As of November 2007, the average age of the Lufthansa fleet (Cityline and Cargo included) was 8.4 years.

In winter 2007, Lufthansa has begun fitting on-demand flight entertainment in all economy class seats of its long-haul aircraft. [7]

Lufthansa Cityline

The fleet of Lufthansa Cityline consists of:

- Avro RJ85: 18
 Bombardier CRJ200: 26
 Bombardier CRJ700: 20
 Bombardier CRJ900: 12 (15 on order)
 Embraer 190: (30 on order)

Lufthansa Cargo

The fleet of Lufthansa Cargo consists of:

1/11/2008 3:06 PM

1/11/2008 3:06 PM

 McDonnell Douglas MD-11SF: 5 McDonnell Douglas MD-11F: 14

The Lufthansa group holds the second biggest fleet of aircraft in the world and is the largest non-American aircraft operator.

Livery

Lufthansa's livery is a Eurowhite scheme, composed of primarily white with blue and yellow/orange accents. A bare metal livery was proposed during the 1980s, also a yellow tail-belly-engines with silver titles in the late 1980s (only one 737 and one A310 ever carried this livery)

Accidents and incidents

This list is incomplete; you can help by expanding it (http://en.wikipedia.org/w/index.php?title=Lufthansa&action=edit)

- Hull-loss Accidents: 61 with a total of 282 fatalities^[8]
- 11 January 1959 a Lockheed L-1049GSuper Constellation enroute from Hamburg, Germany crashed into the beach in Rio de Janeiro, Brazil while descending in heavy rain. 36 people died, 3 survived.
- 28 January 1966 Lufhansa Flight 005, a Convair CV 440 crashed on landing after an approach in bad weather and low visibility in Bremen, Germany. All 46 page 100, and crew on board lost their lives
 - 20 November 1974 Lufthansa Flight 540, a Boeing 747-130 crashed shortly after take-off Thairobi. 59 of 157 on board lost their lives. It was the first crash of a Boeing 747-130 crashed after take-off in Rio de Janeiro, Brazil, killing 3 crew members.
- 14 September 1993 Flight 2904, an Airbus A320 coming from Frankfurt am Main with 70 people, crashed into an earth wall at the end of the runway. The copilot and a passenger died. [1] (http://www.rvs.uni-bielefeld.de/publications/Incidents/DOCS/ComAndRep/Warsaw/warsaw-report.html)
 - July 1999 Lufthansa Cargo India Flight 8533, a Boeing 727-200F, crashed after take-off in Kathmandu, killing 5 crew members
- 13 October 1977 Lufthansa Flight 181, a Boeing 737, was hijacked and the captain murdered, but all other crew members and all the passengers were freed sefety when a German counter-terrorism force (GSG 9) stormed the aircraft in Mogadishu, Somalia. Hijackings
- 13 February 1993 A Lufthansa flight from Frankfurt to Cairo was hijacked by a 20-year old Ethiopian man who diverted it to the United Staffae hijacker, who was aliegedly seeking political asylum, surrendered to authorities upon arrival at John F. Kennedy International Airport in New York City
 - Other occurrences
- = 25 March 2007 Lufthansa Flight 584, (SK3585/UA8910) enroute rankfurt Cairo made an emergency landing ir Belgrade, Serbia due to smoke coming from one of the onboard cabin systems. 213 passengers and 11 crew were onboard the Airbus A300-600aircraft with only one passenger needing to be treated for smoke inhalation and breathing difficulties

See also

- Air Dolomiti
- Augsburg Airways
 - Contact Air
- Eurowings
- Lufthansa Cargo
- Lufthansa CityLine
 - - Interflug
- Lufthansa Heist
 - Swissair SWISS
- Crossair
- History of Iberia Airlines Air Berlin
- SunExpress

References

- 1. A b c "Directory: World Airlines", Flight International, 2007-04-03, p. 107.
- \wedge a b Lufthansa Chronicle (http://konzem.lufthansa.com/en/html/ueber_uns/geschichte/chronik/index.html)
- (27 January 1941) "Sedia Cuts Rates". Time Magazine. Retrieved on 2007-09-14.
 "Lufthansa and Air Astana to enter a partnership" (http://www.lufthansa-financials.de/servlet/PB/menu/1023214_12/index.html)
 http://money.cnn.com/news/news/feeds/articles/primenewswire/133023.htm
 Lufthansa Fleet (http://www.lufthansa-financials.de/servlet/PB/menu/1014422_12/index.html). Lufthansa (31 December 2006).

Page 22 of 22'

- 7. ^ *Lufthansa to roll-out seat-back IFE in economy (http://www.flightglobal.com/articles/2007/08/15/216092/lufthansa-to-roll-out-seat-back-ife-in-economy.html) "Flight Global, 15/08/07 8. ^ JACDEC's JACDEC's Acidiner Safety Statistics: Airlines (http://www.jacdec.de/statistics/airlines/airlines_4.html) . JACDEC (May 17, 2007).

į

dans farm and at

to mandame

nor mine

External links

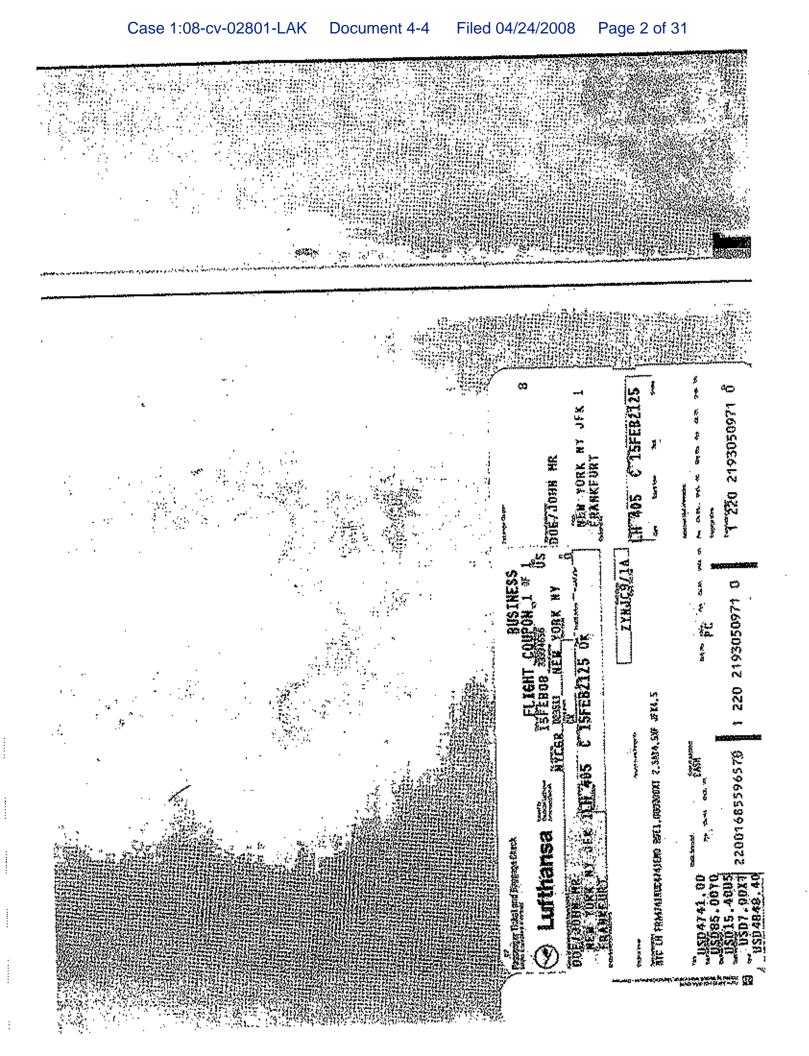
- Lufthansa (http://www.lufthansa.com)
 Lufthansa USA (http://www.lufthansa-usa.com)
 Lufthansa Fleet (http://www.airfleets.net/flottecie/Lufthansa.htm)

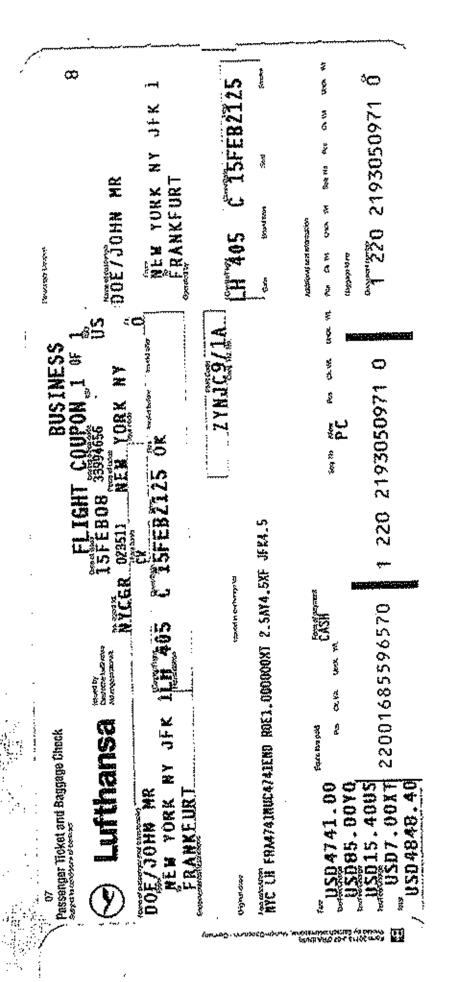
Retrieved from "http://en.wikipedia.org/wiki/Lufthansa"

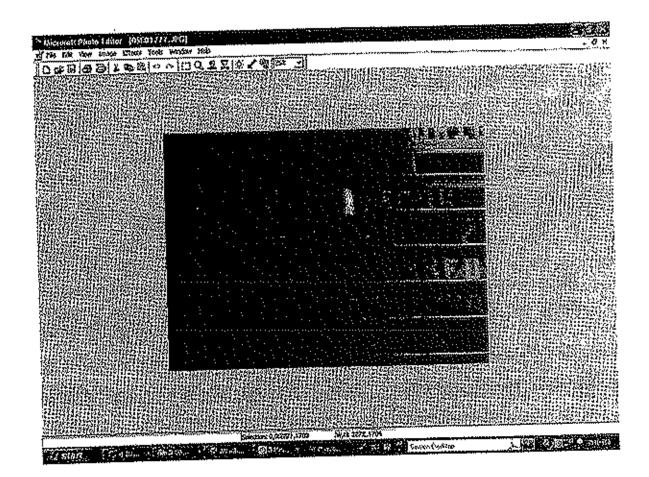
Categories: Companies listed on the Frankfurt Stock Exchange | Incomplete liststar Alliance | Airlines of Germany | Lufthansa Airlines established in 1954 | German brands

- This page was last modified 14:17, 6 January 2008.
 All text is available under the terms of the GNU Free Documentation License. (See Copyrights for details.)
 Wikipedia® is a registered trademark of the Wikimedia Foundation, Inc., a U.S. registered 501(c)(By-deductible nonprofit charity.

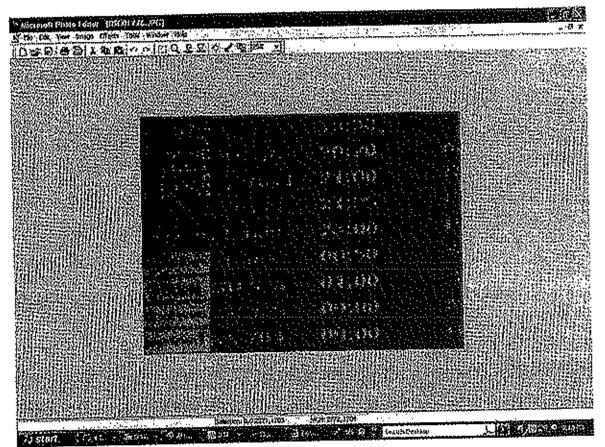
TAB G



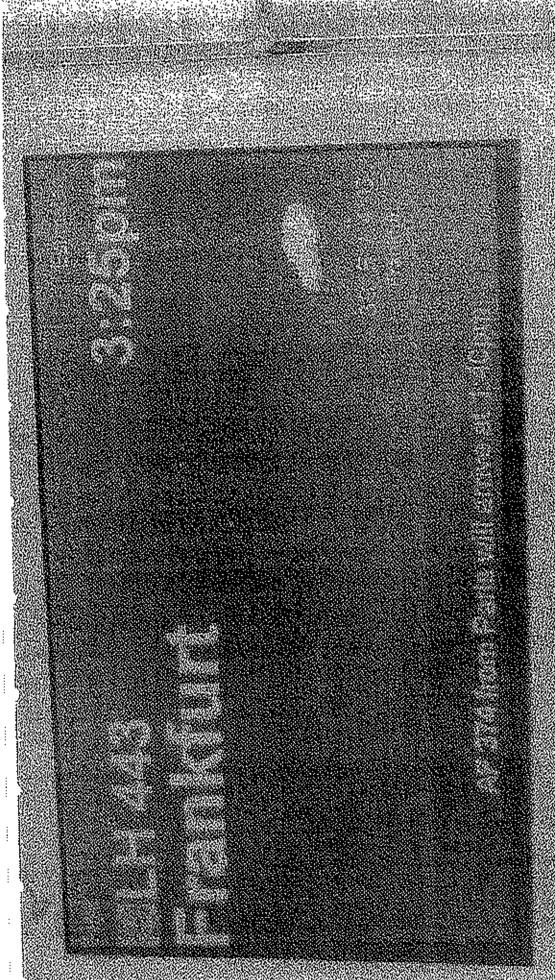


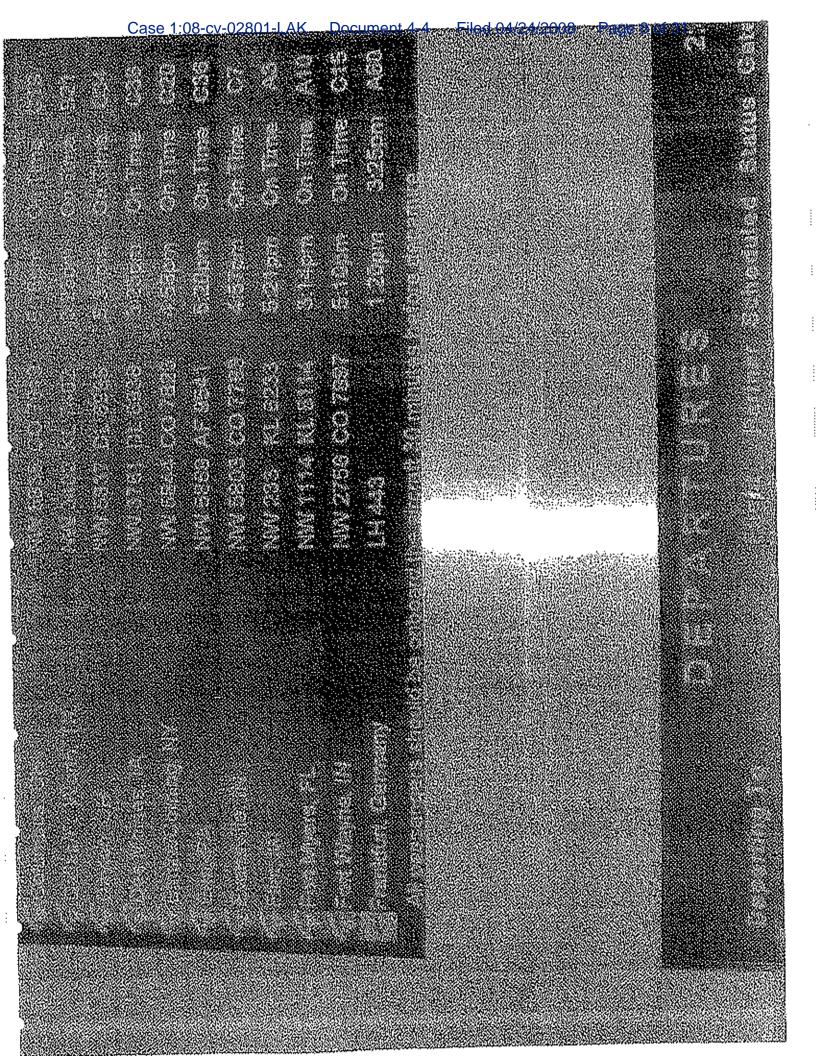


:



Moeument 4-4: Eited 04/24/2008 Pa





Case 1:08-cv-02801-LAK ...



- About us
- Our mission
- Products & Service
- * Leisuro Travel
- Corporate Travel
- Contact us
- Find your LCC



www.lcctravelinfo.net online travel information

More than 13,000 hotels around the world at preferred rotes.

About LCC

Advanced Search | Relp

The Lufthansa City Center network

Local Expertise - global presence

Lufthansa City Center International is the fargest worldwide travel agency organisation of its kind: As a global franchise company, Lufthansa City Center combines flexibility and competence with economically independent entrepreneurs under the umbroila of Lufthansa. Headquartered in Frankfurt/Main in Germany, the worldwide Lufthansa City Center offices are to date represented with more than 520 offices in 56 countries.

Since the introduction into the market in the year 1991, Lufthansa City Center has become one of the fastest growing travel agency chains in the world. The key success factor of today's significant Lufthansa City Center network is the strong franchise concept, which answers to the challenges in an ever changing environment with continuous globalisation and market concentration.

Globally, the City Center Network combines a total turnover of more than EUR 3.5 billion, generated in more than 520 offices in 55 countries worldwide. A consistent service offer to both individual and business traveiler is offered in all our international locations, reflecting the commitment to quality and high toyel service of our brand. It is the local strength and expertise of each of our worldwide Lufthansa City Center offices, which make us a different partner on your side: We are proud to understand more than just the language of our clients as we also appreciate culture, habits, regional and national economic variances and the true needs of our clientele. Our true comprehension together with the personal service dedication of our worldwide offices make us stand spart in our individual service offer to our clients.

TOC

- About on
- Our mission
- ▶ Products & Service
- Leisure Travel
- Corporate Travel
- Contact us
- . Find your LCC

Our mission

Our aims and business targets

Our mission is to combine flexibility and innovation, international competence and local experience, a complete service portfolio and motivated staff in a world-wide network to meet our customer's demands and exceed expectations in all aspects of today's leisure and corporate travell



Advanced Search | Help

exclure of course (4)

www.icctravelinfo.net online travel information

LCC Hotel Programm
More than 13,000 hotels
around the world at preferred
rates.

We pursue two company goals:

- 1. We want to strengthen our partners through using the following assets:
- our strong brand name (image, security)
- our complete service portfolio
- e our professional consulting
- · our world-wide network
- 2. We want to satisfy our partners in order to maintain a long-term partnership.

COLL of COL

- About #8
- Our mission
- Products & Service
- Leisure Travel
- Corporate Travel
- a Contact us
- · Find your LCC

Stolery of Stolery

www.icctravelinfo.net online travel information

CC Hotel Programm

From them 13,000 hotels

eround the world at preferred
rates.

Products & Services

tailor-made to your wishes

According to your individual requirements you get perfect service from a professional partner - before, during and after your journey



Advanced Search | Help

Before your journey: Organisation and preparation of your travel requirements



Professional Service

We care for quality
We guarantee high quality products and a professional
consultancy. Regular staff trainings ensure a constant update on all
kind of innovations and a detailed product knowledge.



Reservations and Bookings

Whatever you need We as Lufthensa City Center are a fully licensed travel agency and offer you a full range of travel service: Air-, rail-, car- and ferry tickets, reservations, hotel accommodation - whatever you need, you will get it.



International Hotel Programme

Accommodation all over the world

Our wide botel programme, which is exclusively offered by
Lufthansa City Center and South African Airways City Center,
Includes 11.500 exclusive business hotels in more than 2.200 cities
in 128 countries. Almost anywhere in the world we can offer you
best rates and last room availability. ...more



Visa Advice and Service

Visa required or not?

Are you planning to travel to a country and are not updated if you need visa? You urgently need a visa on short notice? We as Lufthanse City Center partners are perfect consultants regarding all your visa enquiries.



World-wide ticket on departure

Wherever your journey starts
In whatever city you are or wherever your journey needs to start we can deposit your tickets at all international airports and you
can pick up your travel documents directly there!



Incentive Travel Service

For your best staff members

You would like to honour your "employees of the month"? You need a tailor-made incentive tour? Feel free to contact us and together we will work out the best ideas for rewarding your staff with an outstanding incentive touri



Ticket-express delivery

If time is short

You urgantly need a ticket on short notice? You forgot to pick up your travel documents? No problem! We will send you a courrier immediately so you will get everything in time.



Individual Group Handling

For special group requests

You have a demanding group asking individual service and special care? No problem for ust We will create your individual packages all over the world, for both individual and group travel, suiting all your demands!

During your Journey: We never leave you alone.



24 hour hotline

We never leave you alone

As a Lufthense City Center customer you can profit from the special service of our 24 hour hotline, 24 hours a day, 7 days a week, you can use our hotline from anywhere in the world, more



World-wide Network

Wherever you go - we are there

With more than 520 Lufthansa City Centers we are represented in more than 56 countries.



Customer Card

For VIP clients

On presentation of this card you will be recognized as a VIP customer in all our almost 500 Luthansa City Centers world-wide. You will be given preferential service concerning all your requests, among

After your journey: We get your money back!



VAT Recisim Service We get your money back

We arrange for you the time-consuming VAT reciaim procedural Hotels, meals, rental cers, fairs, exhibitions, congresses --within Europe the VAT is always included, often with up to 25 % ! ...more

And there is more...



Travel Management Consulting

Customized to your company
We offer you assistance in adjusting your personal travel
management policy, according to your individual needs,
requirements and to your customized company's travel guidelines.



Account Management Local and international

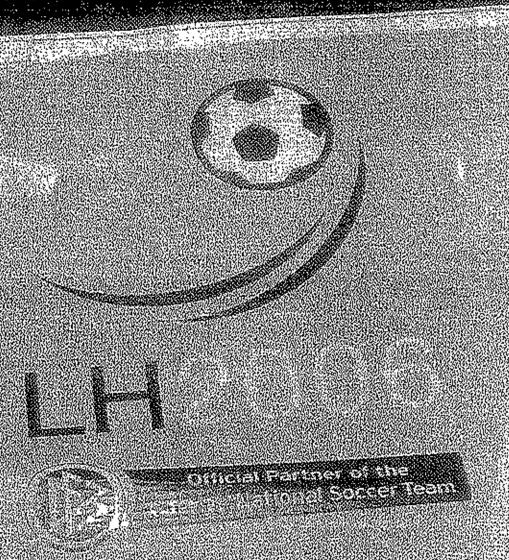
Through our international network and the headquarter support in Frankfurt we offer you both local account management by our staff as well as centralized key account management for international accounts.

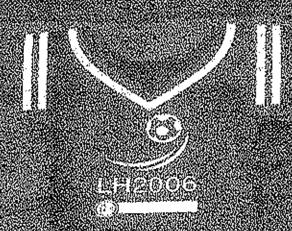


International MIS Reporting

Consolidated Reports

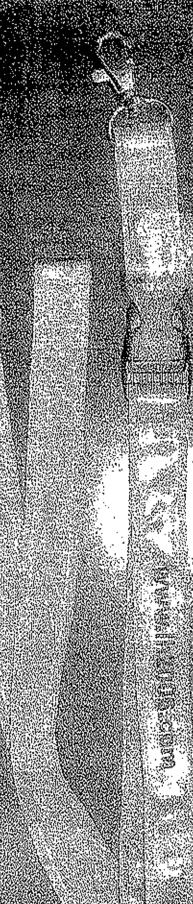
TAB H

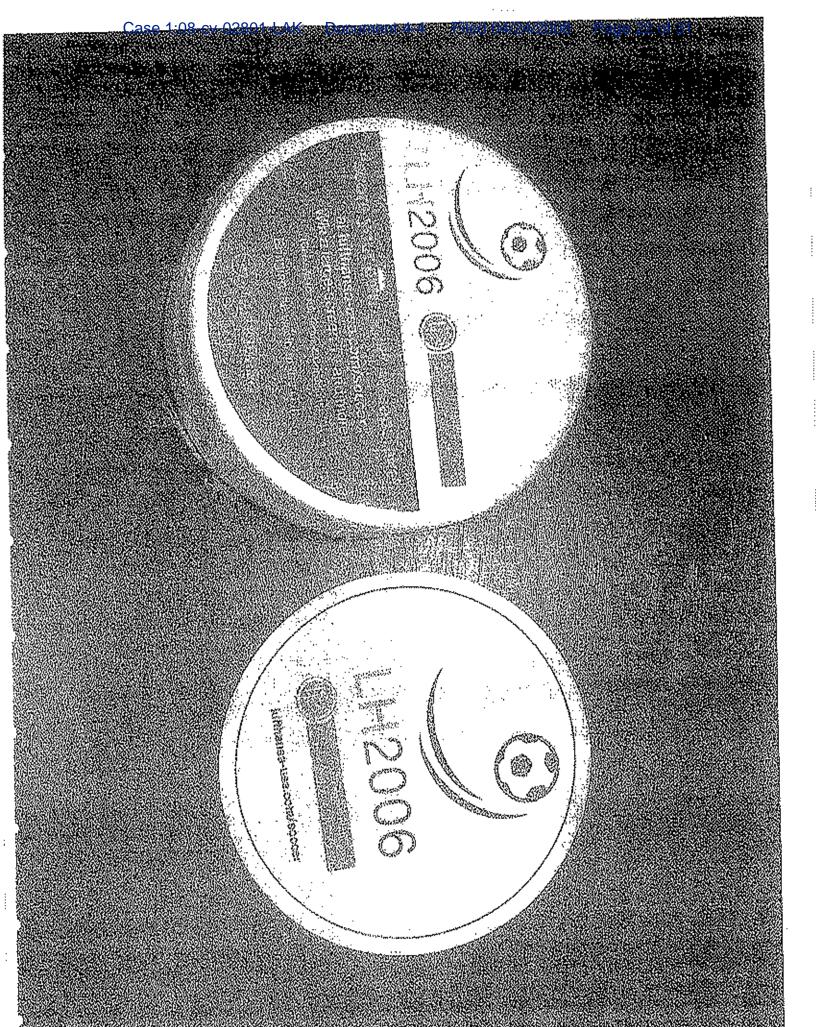


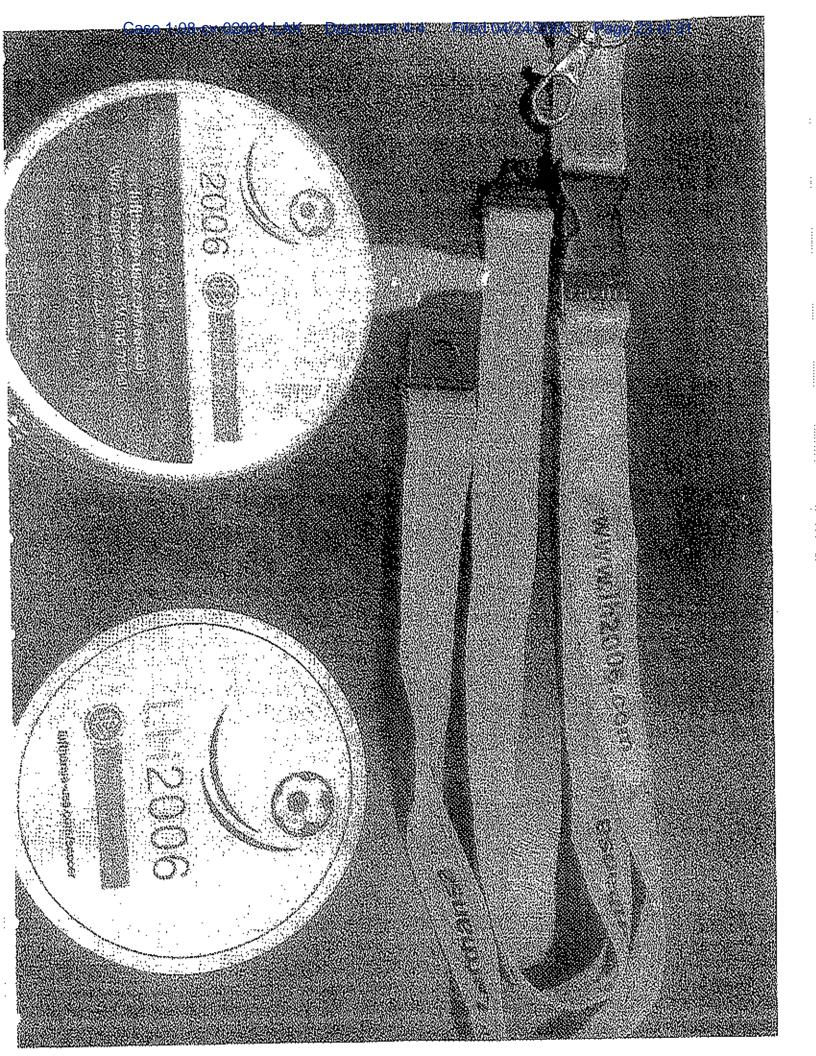












TAB I



FEDERAL REPUBLIC OF GERMANY

CERTIFICATE

of trademark registration

No. 399 47 202 File No. 399 47 202.9/39

LH

Trademark owner: Deutsche Lufthansa AG, Cologne

Date of application: 9 August 1999

Date of registration: 22 November 1999

The President of the German Patent and Trademark Office

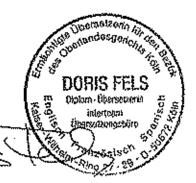
/ill. signature/ N. Haugg

/Stamp/

i hareby couldy that the foregoing is a tree and full translation of the oxiginal German document.

Cologna 15 FeS. 2008

Doris Fels Sworn Translator



BUNDESREPUBLIK DEUTSCHLAND



URKUNDE

über die Eintragung der Marke

Nr. 399 47 202 Akz.; 399 47 202.9/39

LH

Markeninhaber: Deutsche Lufthansa AG, Köln

Tag der Anmeldung: 09.08.1999

Tag der Eintragung: 22.11.1999

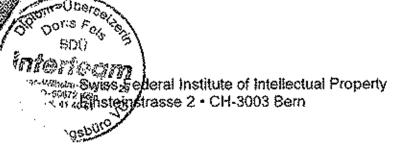
Der Präsident des Deutschen Patent- und Markenamts

N Maires



TAB J

:



Certificate of trademark registration

We confirm the following details entered in the Swiss Trademark Register.

The entry shall be valid for 10 years starting from the filing date.

The trademark details were published as follows in the Swiss Commercial Gazette No. 0212 dated 31 October 2000:

Filing date: 26 January 2000 Trademark: 476792

LH

TRADEMARK OWNER
Deutsche Lufthansa AG
Von-Gablenz-Strasse 2-6 50679 Cologne, Germany

REPRESENTATIVE A.W. Metz & Co. AG Hottingerstrasse 14 8024 Zurich

List of goods and services

- 36 Issuance of credit-cards, financial affairs, in particular exchanging money, consultancy concerning credits, credit bureaux, deposit of valuables, real estate management and property management, insurance brokerage.
- 37 Repair and maintenance of electrotechnical goods, machinery, motor vehicles, aircraft, photographic, projection and cinematographic apparatus.
- 39 Transport of persons and goods by motor vehicles, railway rolling stocks, ships and aircraft, services relating to the storing of all kinds of goods, rescue of persons, guarded transport of money and valuables, ambulance transport, organization and arranging of all kinds of tours, agency of transport through vehicles by land, by air and by sea, organization of sightseeing tours, escorting of travellers, rental of aircraft, motor vehicles, packaging and delivery of goods.
- 4I Teaching and instruction of flying personnel and flight attendants as well as ground staff.

42 - Accommodation and restaurant services; interpreters, technical consultation and surveying; translations, reservations.

INTERNATIONAL CLASSES 36-37,39,41-42

PRIORITY CLAIM 09.08.1999 Germany

DETAILED LIST IN THE FILE

RECORDED IN THE TRADEMARK REGISTER 02.10.2000

> Trademark Department /ill. signature/ Brigitte Bolli Jost

That key are dily that the favogoing is a true and ich wende die si die wiginei Gelmen document.

Ooris Fels Sworn Translator



Biogentisches Institut für Galetiges Eigentum Institut Fösland de in Proprieté intelication Inlituto Perionale solla Proprieté intelication Swips Podoral institute of Infelicaturi Property Bioglekoptrosse 2 - OKSOON Nom - Tolokon +41 31 325 26 26 - Fax +41 31 325 28 26 - http://www.igo.ch

Bescheinigung über die Eintragung einer Marke

Wir bestätigen ihnen folgende Angaben, die ins schweizerische Markenregister eingetragen wurden. Die Eintragung ist während 10 Jahren vom Winterlegungsdatum an göltig.

Die Markendaten warden wie folgt im Schweizerischen Handelsamtsblatt Mr. 0212 vom 31. Oktober 2000 voröffentlicht: Minterlogungsdetum: 35. Januar 2000 Marke: 476792

3.11

Markeniphaber/in Deutsche Lufthansa AG Von-Gablesz-Strasse 2-6 50679 Köln DE-Deutschland

Vertreter/in A.W. Metz & Co. AG Hottingerstrasse 14 8024 Sürich

Verweichnis der Weren und/oder Dienstleistungen

- 36 husgabe von Kreditkarten, Pinanzwesen, insbesondere Geidwechselgeschäfte, Kreditberatung, Kreditvermittlung, Verwahrung von Wertstäcken, Grundstücks- und Nousverwaltung, Vermittlung von Versicherungen,
- 37 Reparatur und Instandhaltung von Erzeignissen der Blektrotechnik, des Baschinenbaus, Kraftfahrzeugen, Luftfahrzeugen. Photo-, Projektlons- und kinotechnischen Geräten.
- 39 Beförderung von Personen und Gütern mit Kraftfahrzeugen, Schienenbahnen, schiffen und Flugzeugen. Lagerung von Weren aller Art. Retung von Personen. Transport von Geld und Wertsachen. Transport von Krunken. Veranstaltung und Vermittlung von Reisen aller Art. Vermittlung von Transportdienstleistungen. Veranstaltung von Stadtbesichtigungen. Reisebegleitung, Vermietung von Flugzeugen, Kraftfahrzeugen. Verpackung und Zustellung von Waren.
- 41 Ausbildung und Unterricht von Flugpersonal und Flugbegleitpersonal sovie Flughafenbodenpersonal.
- 42 Beherbergung und Verpflegung von Gästen, Dolmetschen, technische Beratung und gutachterliche Tätigkeit. Übersetzungen, Zimmerreservierung.

Internationale Klassifikation 36-37,39,41-42

Prioxitätsenspruch 09.08.1999 DE-Deutschlend

Edgendseinehes institut für achtigen fügentum Institut Pédénni de in Proprieté intellectuelle Institute Federni edile Proprieté intellectuale Swiss Federal Institute di Intellectual Property Einsteinstrosse 2 · OK-3000 Bem - Institut +41 31 325 25 25 · Fax +41 81 325 25 26 · http://www.igo.ch

02. November 2000

Seite: 2

Eintragungsnummer: 476792

Detaillierte Liste im Aktenheft.

Bintragung ins Markenregister 02.10.2000

Harkenobteilung

Brigitte Bolli Jost

TAB K



НАВМ - НАВИОНЮЕВИНОВАМТ ГОВ БЕН ВІННЕНМАВКТ

OHIM - OFFICE FOR HARMONIEATION IN THE INTERNAL MARKET



EINTRAGUNGSURKUNDE

DERTIFICATE OF RESISTRATION

Diese Antrogungsurkende wird für die Unter angegebene Gemelnscholtsmurke ausgesiellt. Die behelfenden Angeben stad in das Register für Gemelaschaltsmurken eingehogen worden. This Continue of Registration is hereby issued for the Community made more identified below. The corresponding entries have been recorded in the Register of Community Trade Marks.

Nº 001472349

LH

Eingetragen/Kegistered, 16/05/2001

Der Präsident/The President

Wubbo da Boar



нарм - нармонівіскиморамі гёр оси Вімисималкт

DHIM - OFFICE FOR MARMONIZATION IN THE INTERNAL MARKET

- 450 07/07/2001
- 601472349 210
- 729 *03/33/200*0
- 442 20/11/2000
- 541
- 732 อิตรสระลัย ยังให้ควารถ *คื*ร์ Von Sobbert St. 7-6 D-50679 km

ÐΕ

- 740 Redict Openbalm (notesplie 23 0 1039\$8mla ÐĒ
- 270 18 Jξ
- 🖂 🕳 🛪 🍙 Emistión de haijeaus do crédito, essasaus 511 Resonciesus, on particular agenciames de combio de álinem, asosonaixeto en mesario de caldites, mudication de caláltos, conservación do valents, adasinamentho de terrents y estillatos, modiarión de seguras.
 - 🕳 🕾 🗷 🗸 Reparación y conservación da productos niacirolóculos, do constaución do moquinorio, de vehicidos actionstrilos, commerces, oponitos de latagrafía, do ραγωιτίδη γείκωση ος Ιάδιος.
 - ES 29 Transporte de personal y marceledes mediente succentales, lenoteriles, bancs y extenes, almacenajo da mercandos do tudos clasos, selvomento de partenes, transperio de dincio y volvies, tiensperio de entermos, arguntacitén y mediation do vinios de todas clases, mediatión de servicios da tremporte, organización de visitos gaixdos en dicioses, ocempoconcento de violesos, alguder de ovicans, automóvilos, emboloje y distribución do mescocios.
 - 📇 🕝 👍 🛊 🕟 Foranción y enseñoneo de personal de vudo y de personal asuéliar de vudo así como de personal है। शहरात केंद्र वहाद्ववकारोहरू,

- ES 42 Abjurium y ustourodia do husspedos, interpretación de lengues, essexvernisade técnico y actividad pesicial, reducciones, tessivo do hebitoriones.
- OA 36 Uddesleke al kreditket, knombl bealteanishing at upon page vidsembed, sæibj kiedligitating, exhering af kadiladahara, varidisenstrade, administration of grunde og hasa, ใดเรียงใหญ่มาเหมูโดก.
- OA 37 Ropaning og vedligeholdelse af produkter inden for elektronik musikinkominaktion, motokowsolec, kútlanejes, lateopparotes, projektores og kinsmateganfiska opporatot.
- kan shop so mooned is magned GE AC motoricateroler, komboner, skibe og fly, opbevoring af verer ol entres on, llyrodreng, knosport of people og væntlipenstande, sværeresport, envengering og kvæntdeng of coince of entires on, formitting of tradition valeties, prompering of bytandrure, respected paperse, adjoining of flynnmyskiper, motorkedeleger, polinting og vildtingning of witer.
- Uddamokes-42 3 DΑ molecularing exists combed for infilestypersonals tedsopopersonale pli flyvomoviklasi sami jardpersonale i อะไทองาน
- DA · 42 Væreicoredielping estiguations with a utilities of a state of the continuent of the talknisa, teknisk rådgivring og syns- og desarviltsomhad, aversaltistics, reservoiters of veorefeet.
- DE 35 Akgoba von Bodskonten. Geldkiechselgesdiälte, instasondere Figure Procession Reditherating, Rediterralitions Voavaluum von Wassicken, Gundstücks-Hopsvervoltung, alx Vernichung von Versicheningen.
- OE · 37 Reposition and Indoneholians van Erresgrissen der Elektrotechnik, des Moschinosbous, Kreisleinzeugen, Luftiniereugen, Florio-, Projektions- und landerial when Geritan.
- and it is not every now group billing . e.e. 30 nda Kralifolozeonsen, Selatensalvaturset, Sulalifer and Restrevier, Lagerung von Woren offer Art, Rettony von Personna, Transport von Geld und Viertsachen, Transpud



Maum - Marmoniditrungbamt für den Binnenmarkt

Document 4-5

DHIM - DEFICE FOR HARMONIZATION IN THE INTERNAL MARKET



von Kankon, Verenstelleng und Verenstlung von Reisen ofter Art, Vermitillung von Verkelusleistungen, Verenstellung von Stadtbeschilgengen, Reisebughitung, Vermitiung von Hugneugen, Kolfhabrzougen, Verpockung und Zuspellung von Weien.

- OE 41 Audildom und Brieslan von Hugpersonol und Flugheplethervond sonie Flughefunbodenpersonol
- DE 4.2 Behedongung und Verpflogung von Göster, Osdanstahen, technische Bendang und geforktofischo Sängboit, Überstätungen, Ummoneranderung.
- ΕL 36 Εκδοση πιστοτικών εαρτών, χρηματοπιστωτικές οποθέσεις, ειδικότερα υποθέσεις, ειδικότερα οποθέσεις πεναλλάγματος, παροχή συμβουλών σε θέρατα πιστώσεων, μεσιτεία πιστώσεων, φύλαξη υντικεμέντων αξίας, διοχείριση οικοπέδων και οικών, μεσίτες ασφαλειών.
- EL 37 Επισκευή και συντήρηση προϊόντων ηλεκτροπεχνίας, μηχανολογίας, οχημάτων, αεροοκαφών, ουοκευών φωτογράφησης, προβολής και τεχνολογίας του κιγηματογράφου.
- ΕΣ 39 Μεταφορά προσώπων και οχήματα, **εμπορευμάτων** αιδηγούρους, πλοίο και αεροσκάφη. αποθήκευση εμπορευράτεου κάθε είδους. διάσωση προσώπων, μεταφορές χρημάτων και πολυτίμων αντικειμένων, μεταφορά διοργάνωση και μεσιτεία τχοθονών, μεσιτεία ταξιδιών ύλων των αιδών, συγκοινωνιακών υπηρεσιών, διοργάνωση os nódeic. ταξιδιωτική επισχέψεων ακμίσθωση: αεροσκαφών, αυνοδεία, ουσκευασία και αποστολή οχημάτων, еннорегисточ.
- Εί 41 Επιμόρφωση και διδασκαλία προσωπικού σεροσκαφών και ιπεροσυνοδών παθώς και συνοδών εδάψους
- ΕL AZ Προσωρική κατάλυση και εσπαση (παροχή διατροφής), διπριηνείες, παροχή τεχνικών συμβουλών και γνωμοδοτική δραστηριόπητα, μεταφράσεις, κρατήσεις δωματίων.
- IDN 3.6 Isrande of ciedit cuids, financial, in ponicidar exchanges, consults conteming credits, cuids buseous, deposit of value objects, seed estato management and property management, beautiness baskcrede.

- ETV 27 Repoir and maintenance of destantes interesting, and analysis, elements, photographic, projection and deseautographics operates.
- EN 39 Indepent of particles and grows by contemplate, relievely telling stocks, the stand antiphones, services relating to the studies of all kinds of queeks, received paramet, queeted incompact of manage and enhanced of all kinds of cours, agreeny of transport through vehicles by book, by all and by sea, organization of sightsening total, escenting of transfort, rended of correlations, automobiles, portraging and delivery of goods.
- EM A1 Teaching and instruction of flying personality, radian corn for travelless accompanisment and ground crow.
- EN 12 Accomplation and restaurant services, interpretars, technical consultation and succeptus, respections.
- FIR 13 65 Services de cortes de crédits, offeises financières, ca positición epétalices do change, consolls en matiène de crédit, contrego de crédits, dispôt de sires, gestion de terrolog et d'imprendies, contego en auscacaces.
- FR 137 · Républion of extretion de produits Télephotochnique, de constantion de mochines, de villeuses, de réfécules aériens, d'approvib photographiques, de projection et cinémalographiques.
- FFZ 3 9 Industrial de pelsaueres el de monthandises por ausomobile, chestán de fer, boteou el ación, anureposage d'articles en tres gentes, courciogo de pessonnel, servens de monsport de l'esgagos, transport d'esgent el de volleur, transport de modales, organisation el médición de souvers de monsport, organisation de visitos de villes, ecompagnement en voyageurs, bocaton d'aveaux, locaton d'aveaux, anthalogue de monthandises.
- FR + 41 Formation et anseignement de poissantel de voil et d'occompagnement de voil ainst que de poissantel d'aéropart.
- FR 42 Ribergement et restretion temporales, industrion, consilición technique al experies, industrion, réservation de chambres.



HABM - HARMONIBIERUNOBAMT FÜR DEN BINNENMARKT

OHIM - OFFICE FOR HARMONIZATION IN THE INTERNAL MARKET



- 17 36 Enissione di cente di creito, affort finanziad, in ponicolate operazioni di cembio, consulenzo e intermodiantene la maneria creditizia, costadio di aggetti di volco, proministrazione di tennoi e di beni immobili, mediazione in ossiturazioni.
- TT 127 Elperazione a mandenzione di prodotti ofornotocald o mecconici, di autovokoli, vokoli aord, apparacidi inografici, di protezione e chamatageofid.
- 1T 35 ~ Trapono di parseggeri e mere con autorekoli, mezi su morto, nori e aerel, dipesio di mero di cepi tipo, sobrotoggio di persoggesi, inspono di denoro e di velori, irospono di medali, erganizzazione di vioggi di ogni tipo, sorvizi di traspono, vistre adistiche calle dito, eccompognamento di vioggiato), mologgio di cerci e di autorekoli, imballoggio ed inalice di meni.
- 1T kq 1 formazione ed istrutione di personale di volo e di personale assistante di volo nonché di personale di leggi operante in ceroporti.
- 1T 4Z Alloggi temporanol e distoratione, interpretarioù, considento l'emico e petirie, troduzioni, prenetazione di altreghi.
- NL 26 (noblicabilisation, ilmandilo colon, mei nemo geldvisseldiensten, kreitelodviseling, kreitelveiterieg, beworgening van voorlevallo mikkes, behoer van teneinen en voeringen, mekskastil in venskommer.
- NL 37 Reporte en onderhoud van producten uit de olinfolochriek, de machineboure, automobision, liutitroetrilgen, felo-, projectie- en bioucoplechnische apperatuer.
- N.L. 3.5 Venoer von percorer on geedmen met auterschielen, per spoor, met schepen en diegleigen, opsing von ciliede producter, recklieg von personen, transport von geld en wondeppieren, hansport von siehen, organischte en demiddeling von reizer, demiddeling bij versoorsiereren, organischen von strekendleidingen, degeleiding von reizigen, verhaut von diegleigen, automobielen, bet verpalten en deroppen von gesteren.
- NL 47 Opteiding en anderwijs Wa inchapersoned on vinchtbegrieblend perioned alsmede geordpessoned op inchillerens.

- NL 42 Tytelijko hviryesikog en sestaantia (het versipetsen van voolvel en deenken), talten, sedurische adviseriap en expositse, voolvingon, tessavoring van titletike huisvesting.
- PT BB Emissão de corbes do cidida, hospicios financieras, em respecial equações de câmbia, consultadario em matério de ampubrimos, mediações da contentar de cedido, depásitos de valoros, genão da propriedados e de militars, mudiação de regunos
- par 13 m Reparción a manatenção da produtor electrolécticos, de centração meridade, volvidos automáticos, de projecção o cinamategráficos.
- ET 13 P Imagoria de portest e menadorios em refedios estamberas, por sia lítura, por basco a por arxito, amazenamento de taba e tipo do predizos, salvamento de persons, invesponte de districio e relicios, transparto de decrito, organização a modicipio da toda e tipo de riagons, modicido de serviços da transparto, organização de visitos quilados a cidades, serviços do guías transces, inversorso do avidos, otropos de cidamentos, embolações a expedição de contratorios.
- pary 4.1 formação a ensina de tripidações a da passant de voo, bem como do passant de tomo.
- PT 42 Mojeromio temposório e instrumentos (officialistico), serviços de interpretação, consultadario réceivo de instrumentos. Australia de instrução, reservo de quentos.
- FI 36 Luciologicie mybolomiera, obicologicia, originali rohomichio, hesticologicia, absolgen visings, originalistica sceptys, binielistica pr rohomiusion kõmotast, vakususten välings.
- eri 3 7 Sääkelekoisten ja tennemakaanosaten tootleisten, moosiarisjanemajan, tentakanoiden, valokovast-, projekoot- ja elokuvatekoistan takleiden korjous ja kunnostopila.
- Fi 39 Henkikilden ja tavaroiden kaljetus moottaiojeneurvälla, kiskoolaneurvälla, laivailla ja iestokontilla, koikenkoisien tavaroiden varasteitul henkikilden polostan, esiana ja arroosineiden kaljetus, solmoniarijan mobaljen girjastiimiken ja välitys, liikennopeiträviden välitys, kousenkikiemosten jädjestörninen, maskooppaan seitekut, lentakonoldan,



HAEM - MARHONIBIERUNGBAMT FÜR DEN BINNERMARKT

Document 4-5

OHIM - OFFICE FOR HARMONIZATION IN THE INTERNAL MARKET



anopatoriofopeurojem vuokasas, tereseiden pokkeus ja lähelldaúnen,

- tenanhookilosiille, 41 (***) handarnationstopakeikiställe sakä lealakenttaiskailiteile acceptoro kontant ja opetus.
- FI 42 Majeltos jo soulitemospolvelet, tukkeus, takainon neuvonto jo esiantentijidausantojon อกโอกทีทอก, ได้จัดสรัไดรป, โดยคองการแร้งจายใดกลับงา...
- 5V 36 Utilidade ov besillat, financyodesombot, specially consinguisting synthesis, kroditrádantsány, kroditmálásti, fárvadny ov tátkosokut, tand- och hustörvoltning, förmedling av lönökringar.
- SV 07 Reposition outh embedibilit sv produkter, epopidosconstruiticones, ekktototelska motorlardon, luidorkestor, loto-, projektions- ach hiotoloxiska anavdalngar.
- A 38 Justicot on Selection out and and monorfolden, sty. follow och Opppion, logicing av væds av ally stop, raddoling av pensoner, troosprid av pensym och viedesolos, andudensisonsporter, esnaluando esti formedisg av ela typer ov rosul, formeding av amilkinsoises, anoninkunde av studmandisses, received on forester, collegeing on Elyppinen, unbitteling on mosostorion, terperioring och tillhundebblionde av valor.
- 🖶 🗸 😝 🕶 Unbilleding out underfaciling ov Syppersonal orb Signiolaugspersonal som audipersonal for flygphotier.
- SV 42 Upplitonde or knowingt bounds with utskinksing ov met odi dryck, talkning, teknisk konsulution som besidenings och inspektionstjunster, övenöktringat, femelődiskig.



	Popura (st. olitarijočarande) as redzzielnota	15 4 6 Reproducção de la moita en consciente no normalizados Genciento of sociación vertisco primir plantistato lucia vertisco de sociación vertisco de sociación de la marchana del Colonia sociación de la marchana sociación de la marchana sociación de la marchana del marchana de la marchana de la marchana del marchana de la marchana del marchana de la marchana del marcha
210	Hitmans de expedicios districto que catalidad Antegrança com a un matican Sebança la proposición Sebança de Antesia de Antesia Sebança de Casa de Caración Rumans de Casa del Encolos escano ello deviendo Rumans de Casa del Encolos especiales Rumans de Casa del Casa Rumans de Casa del Casa Rumans de Casa del Casa Rumans de Casa del Casa Rumans de Casa	5 5 4 Hoto indiantishool Nicinatishool Armoniped Dolidistonishool Armoniped Dolidistonishool Armoniped Trackority Citia There competitional kado made repage statmentatishool armoni ricination (samerational) Oncomensionad track Francy statmentational Royal statmentational Royal statmentational Trackoritional made Trackoritional made
226	Pocho de presentación de la sociálida Anna harpitación Anna del companyo de la sociálida Marca del co de de describan Cues del copoción de la decanda Opora van de convigio della demanda Opora de de del del Del de de de del del demanda Opora de de del del del del del Del de de deporte de la demanda Opora de deporte de pendido Harcamilicolado Annakania desag	S S O CRUCKY PERMAN LUSINSWING FORTHAM FORTH
180	Espanda predicto de la explicación del propino / de la reportación formation especiallo de la explicación del propino / de la reportación formation especiallo for reportación / Rembiedo Propinos del propinos del propinos de la reportación de la r	## Toke of Other Systems of Syste
442	Doyun ille olijuuqiddoonaal on eynggon Dola da berginaal oo ee oo ee oo ee Cola da berginaal oo ee oo ee oo ee Dola da berginaal oo ee oo ee Cola da berginaal oo ee oo ee oo ee Cola da berginaal oo ee oo ee Cola da berginaal oo ee oo ee Cola da berginaal oo ee Cola da berginaa	5 5 \$ Home rescales Forkerments Annografication Annografication Collection meth Heavier eathermo Plannic collection Collection met Harris objection Market Harro collection Which harrists Harro collection
541	Αμουρώνεται αυτορία το πουρών το ποιορία το πολομοίο στο δεοργόνεται ο πουρών το πουρών το πολομοίο κικούνεται ο πουρών το πολομοίο το πολομοίο Αντιπερόστρο τη του στρούν το πολομοίο το πολομομένου (προντήρες πορορισμέτει το πολομοίο το πολομοίο το πολομοίο πορορισμέτει το πολομοίο το πολομοίο το πολομοίο πορορισμέτει το πολομοίο το πολομοίο το πολομοίο πολομοτικό το το πολομοίο το πολομοίο το πολομοίο πολομοτικό το πολομοίο το πολομοίο πολομοτικό το πολομοίο το πολομοίο πολομοτικό το πολομοίο το πολομοίο πολομοτικό το πολομοτικό πολομοτικό το πολομοτικό πολομοτικό το πολομοτικό πολομοτικό το πολομοτικό πολομοτικό το πολομοτικό πολο	5 7 1 Ospeciación de la manea Britántelia de yeramentos Cecchipicano de la manea Cicangaria eua viriantel Descripción de la manea Conscipción de la manea Conscipció

TAB L

:

:



ABOUT (ma.com CURRENT PROJECTS WEB DEVELOPMENT LEGAL CONTACT US

ABOUT framosen

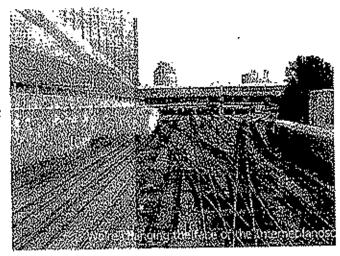
Future Media Architects is an internet development company with a global Pourse meson Arthurs to the Arthur the Arthu world free of cutter focused on a bright, promising, and inventive future.

Our world-class domains, which include media.com, fed.com, ibiza.com, cool.com, music.ty, mr.com and thousands more... are not for edo.

The broadth of our domain inventory adoves us to work with the world's rigital flow in the furtherance of all our goals.

Strategic partners who appraidate our style and offer added value to the web initiatives are webcomed to present proposets in widing only via this weathin.

We are a true internet entity planearing the lanevations of temorrow's web.



Language Channels (Sogilita

© 2002 - 2008 (mp.com

Brought to you by Future mode Architects Inc. (FMA).

SBARCH (

ABOUT MILLOOM CURRENT PROJECTS WEB DEVELOPMENT LEGAL CONTACT US

CURRENT PROJECTS

MPS.TV, our everything music community pottal was launched by FMA in January 2002. This website enjoys hits from well over 30,000 unique visitors a day from more than 120 countries.

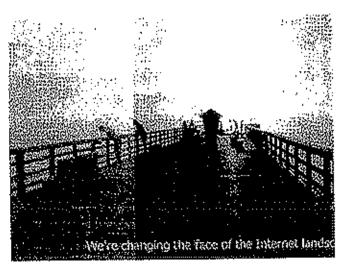
DJ. not, has been developed as a postal for DJs who require a web presence and want to network with other professionals in their industry. The bite was founded by FMA in February 2003. You are invited to utilize this website as a sparch engine to locate a DJ in your market place.

OXIDE

Search the web with OXIDE a key word directory.

i.net - An independent register, accredited by iCANN, A registrar that manages the domain inventory of Future Media Architects, Inc.

NamoCtub, FMA on the world singe has one of the largest privately held inventory of internet domains exceeding 190,000. We prougly host and appears namoclub.com, an Arabic language forum for industry leaders in the Arab community committed to the exchange of information on developing treads in domain ownership.



LAB! on independent registers, accredited by ICANA

Language Channel; Graffish

© 2002 - 2008 fma.com

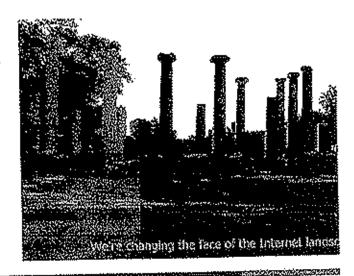
Brought to you by Future media Architects Inc. (FMA).

SEARCH (

I ABOUT IMBLOOM CURRENT PROJECTS WEB DEVELOPMENT LEGAL CONTACT US

THE COLFERN STA

Our web development team continues to develop our web properties. We recognize that our alice may not be optimized for all systems and browsers. We leavile you to report any bags you may find as you self our alice. We will endeavor to accommodate most requests made to optimize our sites so that they can be best experienced by the most number of viewers.



tanguage Classod: £ngliga

@ 2002 - 2008 fme,com

Brought to you by Future metEa Architecto Inc. (FMA).

SEARCHO

ARCHIT MIB.COM CURRENT PROJECTS WEB DEVELOPMENT LEGAL CONTACT US

LEMAL

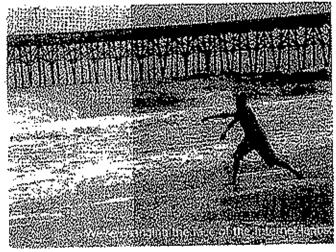
This Terms & Privacy statement is on all of our web properties. Binding contract between you and FMA.com.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THE FMA.com WEBSITE (hereinafter "Sito"). This site is fully controlled and operated by FMA.com (hereinafter "FMA.com"). By accessing and using this Sita, you are himby agreeing to be legally bound by the forms and conditions of FMA.com (the "Agreement").

if you do not agree with all at the following terms and consistent, please do not use this Site.

READ FULL TERMS AND CONTINUOUS

Please note: Our legal terms and conditions are only available in the English lenguage.



Canguage Charanti: Engilish

@ 2002 - 2008 fma.com

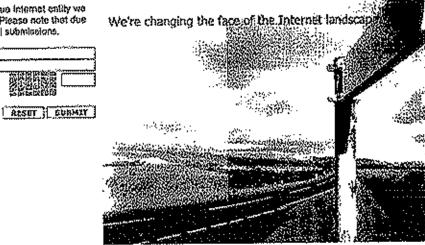
Brought to you by Feture media Architects Inc. (FMA).

SEARCH (

ABOUT IMB.com CURRENT PROJECT'S WES DEVELOPMENT LEGAL CONTACT US

At FMA we welcome your comments. Since we are a two internet eality we will not accept phone calls or other forms of shall milk. Please note that due to the volume of small we receive we will not reply to all submissions.

NAME: email: Becurity Number:



Campuaga Channel: Brailth

@ 2002 - 2008 fms.com

Brought to you by Future media Architects Inc. (FMA).

SEARCH (

Future Media Architects

From Wikipedia, the free encyclopedia

Future Media Architects (FMA) is an internet development company which was launched in 2002.

The main purpose of the company is to develop internet websites and bence started to acquire domain names. By wever, most of its domain names are current / parked. It began acquiring domain names in 2000, shortly after the dot-combubble, 2 years later it was officially announced as a company.

The company's inventory of domain names was estimated to be more than 120,000 domain names. It is known for rejecting all offers to buy any of its domain names.

Future Media Architects, Inc.

fma.com

PUTURE WEDIA ARCHITECTS"

Type Private

Founded British Virgin Islands

(2002)

Headquarters Kuwait City, Kuwait

Key people Thunayan K. Alghanim, Founder and

CEO

Industry Internet

Slogan We're changing the face of the

Internet landscape

Website www.fma.com (http://www.fma.com/)

It purchased a major ICANN-approved domain name registrar which was located on i.net (http://www.i.net/) (currently offline).

In 2002 one of FMA's major websites, mp3.tv (http://www.mp3.tv/), sponsored Italy's national championship Ferrari racing team^[1].

References

1. ^ MP3.TV sponsors Ferrari racing team (http://www.mp3.tv/drcar.php). Retrieved on 2007-07-26.

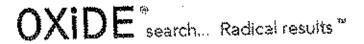
Retrieved from "http://en.wikipedia.org/wiki/Future_Media_Architects"

Category: Companies established in 2002

- This page was last modified 10:57, 30 November 2007.
- All text is available under the terms of the GNU Free Documentation License. (See Copyrights for details.)
 Wikipedia® is a registered trademark of the Wikimedia Foundation, Inc., a U.S. registered 501(c)(3) tax-deductible nonprofit charity.

 $TAB\;M$

which Oxide your Horsopoge was Oxide to your file



About Uc

OXIDEO is brought to you by EMA

Future Media Architects (FMA) is an internet development company with a global presence. We develop our own Internet properties, internet Parties and Technology. We do not develop for third parties.

Future Media Architects is committed to pioneering an improved internet. We wish to establish a digital world free of clutter focused on a bright, promising, and inventive future. Our world-class domains, which include media com, fod.com, biza.com, cool.com, music.tv and thousands more are not for sale. The breath of our domain inventory allows us to work with the world's cigital flow in the furtherance of all our goals.

Strategic partners who appreciate our style and offer added value to our web initiatives are welcomed to present proposals in writing only via this website.

We sro a true interest entity pioneering the innovations of terremovie web.

OXIDE® uses innovative meta-search technology to search the Internet. OXIDE® is simply the easiest way to find better search results from more of the Web.

Get Better Rosults, Espier

Through this mate-assich technology, OXIDE® allows you to search the internal's top search engines, including Google, Yehoo, Ask Jeaves, About, FindWhat, LookSmart, and many more, all through the same engine.

With one single click, OXIDE® combines the hest results from the pool of the best scarch engines - instead of results from just one single source. OXIDE® also makes it easy to make your search so you can find the most meaningful results right away.

What's so great about metasonich? Here's a quick lasson to get you up to speed

Metascurch searches multiple engines - This mouns that instead of gotting the bost results one scatch engine has to offer, you'll be getting the bost combined results from a variety of engines, and not just any engines, but industry leading angines like Google, Yahoo, Ask Jeeves, About and LookSmart.

Metapeurch covers more of the Web - Using more search engines means a botter overall coverage of the Web. Does it sound too obvious? In tact, an independent search engine expert has agreed, staling that our metasearch technology can search 90% more of the Web than any single search engine.*

Metasearch is easy to use - Better results and more coverage of the Web is great - but not if you need an advanced degree to make it work. The great results will take care of themselves! Search more engines, get the best results from more of the Web and do it all easily. That's what matescarch is all about

Obscielmer: Greg Notess, an independent search engine expert, verified our methodology and validated that our materials technology can relative 50% or more additional results.

OXIDE COM

About us | Contact Us | Telms & Polyacy | Add OXIDE to your site

© 1999-2008 OXIDE COM I Use He through OXIDE PA Brough to you by <u>Eding Moder Attiticate</u>, inc. (EMA)

nake OkiOE your Homepage - PAdd OXIDE to your site

OXIDE ABBRETE PARPOLITATION

 Web Pages	images	Audio	Multimedia	News
Services and services by the services of the s	water to the state of the control of the state of the sta	and the second s		earch OXIDE
.,		. we		

OXIDE.COM

About us Contact Us Terms & Privacy Banners Morchandise MP3.tv/DJ net Newsletters 2006 OXIDE COM

OXIDE search... Radical results "

··	Wob Pages	bnages	Audio	Multimadia	News
þ	Veb Pages			<u>s</u>	earch OXIDE
					1.10

Sponsored Links

Best 10 Web Hosting List

Compare Web Host Plans & Rankings Web Hosting Reviews by Webmasters www.hosting-review.com

Free Web Page

Yahoo! Domains Only \$1.99/1st yr. Includes 24x7 support, email & more domains.yahoo.com

\$3.99 Hosting at GoDaddy

Why Pay More? Compare. Free Setup, 24/7 Support. Uptime guarantee-More GoDaddy.com

Website Design Made Easy

Design Your Site in a Snap, Easy- to-Use Tools, Professional Results, Web.com

Build Your Own Website

Choose From Over 1000's Of Designs Get A Free Domain Name! www.BuildYourSite.com

Create Your Own Website

With Every Feature You Can Imagine Easy To Do & Looks Great Try Free! www.CityMax.com

Top Sites

Web Page

Search multiple sites at once for web page http://www.webcrawfer.com

Page Web

Find: Page web Review & Compare! http://FindStuff.com

Web Page Hosting

Looking For Web Page Hosting? Review And Compare Online. http://www.FindStuff.com

Web Pages Info

Get Info on Web Pages from 14 search engines in 1. http://www.info.com

Web Pages

Looking for Web Pages http://www.ToseekA.org

Pages Web Info

Get into for Pages Web from 14 search engines in 1. http://www.info.com

WebSearch Results

Web Site Search Engine, Free and Pro Versions...

Free search engine for your website. FreeFind.com lets your visitors search your website. Add a search engine to your website...

http://www.freefind.com/

MediaBuilder 3D Text Maker - Create Free 3D B ...

OSDN: Our Network - Newsletters - Advertise - Shop Step 1 - Select A Font Serif: 200Proof Appex Alpha Dance Arsie Got...

http://www.3dtextmaker.com/

	Man Search	Search OXIDE
--	------------	--------------

OXIDE.COM

About us Contact Us Terms & Privacy Banners Merchandise MP3.tv/OJ.net Newsletters 2006 OXIDE COM

News Multimodia Audio Images Web Pages Search OXIDE Images

Sponsored Links

Getty Images Website

Contemporary Stock Photography for Creative Professionals Worldwide. www.GettyImages.com

Stock Images

Find Media & Entertainment Solutions For Your Business Now. www.business.com

Top Sites

Now Is The Time To Get Your DipA® Hdtv

Get 3 year no interest financing on DLPA® HDTVs now at Best Buy! Hurry offer ends 1/26/08. http://bestbuy.com

Image Stock

Looking For Image Stock? Review And Compare Online. http://www.FindStuff.com

Stock Image

Find: Slock image. Review & Comparel http://www.Findstuff.com

Drive Image

Looking For Drive Image? Review And Compare Online. http://www.FindStuff.com

"sharper Image Direct"

Save big when shopping directly at Sherper Image Direct Online. Big sale going on right now. http://www.sharperimage.com

Find And Compare Acronis True Image At Findstuff!

Find and compare Acronis True Image at FindStuff.com! No matter what yours looking for, youll always find a sale at FindStuffl http://www.findstuff.com

WebSearch Results

Index of /~mogul/images Index of /~mogul/images Name Last modified Size Description Perent Directory - DKLarge jpg 21-Oct-1997 11:01 32K DKSmall.jpg ...

http://www.csua.berkeley.edu/~mogul/images/

Images of the Southwest -- Southern Arizona F...
Images and descriptions of folk art from southern Arizona Including quilts, Easter eggs, cowboy and Western art,

Chicano mura...

http://dizzy.library.arizona.edu/images/folkarts/

OXIDE.COM

About us Contact Us Torms & Privacy Banners Merchandise MP3.tv/DJ.net Newsletters 2006 OXIDE COM

OXIDE WARE RESERVED

Web Page	in lmages	Audio	Multimedia	News
Audio	······································			Search OXIDE
	·			

Sponsored Links

Custom Home AV

Complete Home Automation & Sound Theaters, HDTV, Home Audio Systems www.jvnsystems.com

Top Sites

Now Is The Time To Get Your DlpA® Hdtv

Get 3 year no interest financing on DLPA® HDTVs now at Best Buy! Hurry offer ends 1/26/08. http://bestbuy.com

All Pro Audio

Compare Choices & Prices on Everything You Went and Need. Deals on All Pro Audio! http://www.BizRate.com

Digi-key

Quality Electronic Components, Superior Service, Visit Digi-Key Today! http://www.DigiKey.com

Pro Audio

Save up to 50% on Pro Audio. Search over 15,000 sites with one click. Your source for everything under the sun! http://www.FindStuff.com

Home Audio

Looking For Home Audio? Review And Compare Online. http://www.FindStuff.com

Mix Your Music With A Major Label Mix Engineer

Indie artists worldwide, get your songe mixed by top mix engineer Ken Lewis. Indie rates available. Ken's credits include Grammy's, Gold & Platinum across many genre's. http://www.indiemixing.com

WebSearch Results

Webzone Car Audio | Car DVD & mp3 Player ...

Webzone Car audio and video systems at discount prices. Specially selected stock of cer recievers, mp3 players, dvd players, ...

Salon.com Audio "4 Blondes" Search All of Salon.com Only Audio Direct	tory Hot Topics f	Ir. Lif Cary Tennis /	Audio Edga	er Allen Poe Almed
Michael Chaben M				
http://www.salon.com/audio/2000/10	/02/bushnell/		•	
the product of the companion of the comp	**		T T 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	11
		Web Sea	rch l	Search OXIDE
zdło		Web Sea	rch	Search OXIDE
otho		Wab Sea	rch	Search OXIDE
rdio		Web Sea	rch	Search OXIDE
oku	<u>>X</u> ⊜3-€QM	Web Sea	roh ·	Search OXIDE

MOD. BOILDE. COM

Web Pages	lmages	Audio	fouttimedia	Hews	
Multimedia			Se	arch OXIDE	
e age population to the district		mpage and a second flag of the second			

Sponsored Links

Tandem Digital Multimedia

Design & creative for TV/Film print, web, and live events. www.TandemDigital.com

Brown College: Web Design

Earn a Degree in Web Design at Brown College, MN, Official Site. BrownCollege,edu/WebDesign

Top Sites

Careers In Multimedia

Looking For Careers in Mullimedia? Review And Compare Online. http://www.Findstuff.com

Lcd Multimedia Projector

Looking For Lcd Multimedia Projector? Review And Compare Online. http://www.FindStuff.com

Multimedia Lcd Projector

Compare Choices & Prices on Everything You Want and Need, Deals on Multimedia Lcd Projector! http://www.BizRate.com

Projector Reviews By Consumersearch.com

Best projectors recommendations based on a comparison of independent and credible reviews. All the research you'd have done if you had the time, by ConsumerSearch.com http://www.consumersearch.com

Find And Compare Multimedia Job At Findstuffl

Find and compare Multimedia Job at FindStuff.com! No matter what youre looking for, youll always find a sale at FindStuff! http://www.findstuff.com

Multimedia

Find: Multimedia. Review & Comparel http://www.Findstuff.com

WebSearch Results

CNN/SI - Multimedia - Latest Audio & Vide...

Sports News from Cable News Network(CNN) and Sports Illustrated Magazine.

http://sportsillustrated.cnn.com/multimedia/latest5.html

IEEE MultiMedia

Contents October-December 2003 Multimedia Content Modeling and Personalization Guest Editor's Introduction

Covering the Ideas...

http://www.computer.org/multimedia/

	Web Search .	Search OXIDE
--	--------------	--------------

OXIDE.COM

About us Contact Us Terms & Privacy Benners Merchandise MP3 (v/OJ net Newsletters 2006 OXIDE COM

Web Pages	imagas	Audio	Multimedia	Nevrs	
News			s	earch OXIDE	J
,					

Sponsored Links

News

Get Breaking News, Headlines & Top Stories With The Free News Toolbar News, Starware.com

The Texas Blue

Texas and national news and opinion with a progressive bent www.thelexasblue.com

Elections '08 Leaderboard

Get Breakdown of Each Presidential Candidate's Delegate Count Here! www.msnbc.com

NeedSome Different Dating

This Is For You I Join Altz.com Totally Now Style Singles Here. Superdatingservice.info/

Find Top Restaurant Here

Join Dine.com And Write Review About lists of Your Favorite Hotels Adultbizonline.info/

Top Sites

Now is The Time To Get Your Dip® Hdtv

Get 3 year no interest financing on DLPA@ HDTVs now at Best Buy! Hurry offer ends 1/26/08. http://bestbuy.com

Stock Market News

Looking For Stock Market News? Review And Compare Online. http://www.FindStuff.com

instant Local News

Get Breaking News, Headlines & Top Stories With The Free News Toolbar http://News.Starware.com

Sports News

Save up to 50% on Sports News. Search over 15,000 sites with one click. Your source for everything under the sunf http://www.FindStuff.com

Us And World News Report

Looking For Us And World News Report? Review And Compare Online. http://www.FindStuff.com

News About

Learn about News About. http://www.Shopica.com

Search OXIDE Web Search Nevs

OXIDE COM

About us | Contact Us Terms & Privacy | Banners | Merchandise | MP3.tv/DJ.net Newsletters S000 OXIDE/COM

name OXIDE your Homepage nadd OXIDE to your site

OXIDE CARRIE REGISTRALIA

	Web Pages	lmages	Audio	Multimedia	News
	Care and horsestational county by being	والمعاون والمعاون المعاون والمعاون والم	**************************************		Gearch OXIDE
!					
:					
1					
1					
į. 1.				the region of the control of	
-,			gay is the constitution of the con-	the second of the second	

OXIDE,COM

About us : Contact Us | Terms & Privacy : Banners : Merchandise : MP3.tv/DJ.net Newsletters

2006 OXIDE COM

EXHIBIT A



DEUTSCHE LUFTHANSA AG,

Complainant,

Disputed Domain Name: Ih.com

٧,

File Number: FA0802001153492

FUTURE MEDIA ARCHITECTS, INC.

Respondent.

COMPLAINT IN ACCORDANCE WITH THE UNIFORM DOMAIN NAME DISPUTE RESOLUTION POLICY

I. Introduction

1. This Complaint is hereby submitted for decision in accordance with the Uniform Policy for Domain Name Dispute Resolution, adopted by the Internet Corporation for Assigned Names and Numbers ("ICANN") on August 26, 1999 ("Policy"), the Rules for Uniform Domain Name Dispute Resolution Policy, approved by ICANN on October 24, 1999 ("Rules"), and the National Arbitration Forum (the "Forum" or "NAF") Supplemental Rules for Uniform Domain Name Dispute Resolution Policy ("Supplemental Rules"), effective January 1, 2006. See Rules 3(b)(i).

II. The Parties

A. The Complainant

[Rule 3(b)(ii) and (iii)]

- 2. The Complainant in this administrative proceeding is Deutsche Lufthansa AG ("Lufthansa" or "Complainant") an internationally famous German aviation company having its business headquarters in Köln, Deutschland (Germany).
- The Complainant's contact details are as follows: Complainant's address is Von-Gablenz-Strasse 2-6, 50679 Köln, Deutschland (Germany), its telephone number is +49
 221.826.2444, and its fax number is +49 221.826.2286.
- 4. The Complainant's authorized representatives in this administrative proceeding are Dennis J. Mondolino and Christine A. Pepe of the law firm of McDermott Will & Emery LLP, 340 Madison Avenue, New York, New York 10173. Dennis Mondolino's telephone number is (212) 547-5823, his facsimile number is (212) 547-5444, and his e-mail address is dmondolino@mwe.com. Christine Pepe's telephone number is (212) 547-5414, her facsimile number is (212) 547-5444, and her e-mail address is cpepe@mwe.com.
- 5. The Complainant's preferred methods of receiving communications are as follows: electronic-only material should be sent to Dennis Mondolino at dmondolino@mwe.com and to Christine Pepe at cpepe@mwe.com. Materials including hardcopy should be sent by facsimile to the attention of Dennis Mondolino and Christine Pepe at (212) 547-5444.

B. The Respondent

[Rule 3(b)(v)]

- According to Network Solutions, LLC's ("Network Solutions") "Whois" query б. results, the Respondent in this administrative proceeding is Future Media Architects, Inc. ("FMA"). A copy of the database record for the domain name that is the subject of this Complaint is attached hereto as Exhibit A.
- All information known to the Complainant regarding how to contact Respondent 7. is as follows: Respondent's address is listed as PO Box 71, Road Town, Tortola 99999 VG. Respondent's email address is dns-admin@fma.net. Respondent's phone number is (703) 868-6000 and facsimile number is (703) 780-4738.
- Upon information and belief, the attorney for Respondent is James B. Rosini, 8. Kenyon & Kenyon, One Broadway, New York, NY 10004-1050. By way of background, on December 13, 2006, counsel for Lufthansa wrote a cease and desist letter to Respondent at the above address, placing Respondent on notice of Complainant's rights and further, asserting that Respondent's registration and use of Respondent's domain name Ih.com was unlawful and constituted unfair competition, intentional trademark infringement, trademark dilution and false designation of origin. See attached <u>Bxhibit B</u>. On January 10, 2007, Respondent's counsel responded by attacking Complainant's rights in the mark LH. See attached Exhibit C.

III. The Domain Name and Registrar

[Rules 3(b)(vt) and (vtt)]

- This dispute concerns the domain name lh.com (the "Domain Name").
- 10. The registrar of record for the Domain Name is Moniker Online Services, LLC ("Moniker"). The address for Moniker is 20 SW 27th Avenue, Suit 201, Pompano Beach, Florida 33069, its telephone number is (800) 841-7686, and its email is support@moniker.com.
- 11. Moniker has adopted the Policy and Rules, which are incorporated by reference into its Registration Agreement and Dispute Policies, which are attached hereto as <u>Exhibit D</u>.

IV. The Trademarks and Service Marks Upon Which the Complaint is Based [Rule 3(b)(vili)]

- 12. This Complaint is based upon the internationally known and famous trademark and service mark LH, which has been adopted and continually used in commerce by the Complainant since at least as early as 1945 in connection with the advertising and sale of, interalia, airline flights and generally aviation and travel-related products and services.
- 13. Complainant's company Lufthansa was founded in 1926 in Berlin, Germany. The company's original name was Deutsche Luft Hansa Aktiengesellschaft. The mark LH derives from Complainant's corporate name "Luft Hansa," which originally was used as two separate words. In German, Luft means "air" and Hansa refers to the Hanseatic League, a powerful medieval trading group. See Exhibit E, publicly available information and promotional materials regarding Complainant Lufthansa.
- 14. In 1945, the International Airline Traffic Association ("IATA") assigned Complainant Lufthansa the airline designator "LH." See <u>Exhibit F</u>. By way of background,

IATA is the global trade organization for the air transport industry and is responsible for building the commercial standards of the aviation industry. See Exhibit F. One of IATA's goals is to ensure that people and goods can move around the global airline network as easily as if they were on a single airline in a single country. Id. IATA is the prime vehicle for inter-airline cooperation in promoting safe, reliable, secure and economical air services for the benefit of the world's consumers. Id.

Case 1:08-cv-02801-LAK

- Since 1945 and continuing to the present, Complainant has used the mark LH and 15. the LH designator in commerce: the mark LH appears next to all of Complainant's flight numbers on all customer tickets (including electronic tickets) and on airport departure/arrival monitors (also referred to as Flight Information Display Systems or FIDS) and gates in connection with all Lufthansa flights, and is generally used in connection with the offering and sale of any Lufthansa flight. See Exhibit O evidencing Complainant's use of the mark LH in commerce, including the use on tickets and FIDS. Complainant also operates the web sites <www.lufthansa.com>, which allows consumers to research and book Lufthansa flights, and <www.flylh.com>, which connects internet users to the Lufthansa City Center network, a worldwide travel agency. See Exhibit G. In addition to these domain names and active web sites, Complainant further maintains current registrations for the domain names < www.lhonlineinfo.de> and <www.lh-usa.com>. Therefore, on a global level, both airline industry professionals (e.g., travel agents) and consumers (e.g., travelers) globally associate Complainant's mark LH with Complainant and its high quality airline flights and related travel services.
 - 16. For instance, Complainant was an official sponsor of the German National Soccer Team in connection with the 2006 World Cup, which is held every four years. <u>See Exhibit H.</u> In

connection with the World Cup, Complainant launched the "LH2006" campaign to promote and advertise Complainant's airline flights and related travel services. Id. In connection with this campaign, Complainant promoted the mark LH through its distribution of LH2006 banners, coasters, key chains and other memorabilia and launched (and still currently operates) the website <www.lh2006.com>.

- Complainant is also the owner of the mark LH under German Trademark 17. Registration Number 399 47 202, November 22, 1999 (see Exhibit D, Swiss Registration Mark -Number 476792, October 31, 2000 (see Exhibit I); and European OHIM Certificate of Registration Number 001472349, May 18. 2001 (see Exhibit K)., Certified translations of these trademark registrations are attached hereto as Exhibits I-K.
 - As a result of this widespread, long-time, continuous, and prominent use of the 18. mark LH, the mark has acquired significant goodwill, public recognition and international fame as a means by which Complainant and its flights and travel-related products and services are known to the public and its source and origin are identified. Complainant has established significant secondary meaning in the mark LH and therefore, has well established legal rights in the mark LH.

Grounds On Which The Complaint is Made V.

- The Domain Name is Identical to and Confusingly Similar to Complainant's Mark A. [Rule 3(b)(ix)(1)]
- Respondent's registered Domain Name, Ili.com, is identical to and consists 19. entirely of the mark LH, in which Complainant has well established rights.
- By registering the Domain Name, which is identical to Complainant's mark LH, 20. Respondent creates a likelihood of confusion with Complainant's mark as to the source,

sponsorship, affiliation, or endorsement of the Domain Name and the web site to which it resolves. As a result, Respondent's Domain Name is likely to cause confusion, mistake, and misleadingly divert Internet users trying to locate legitimate information about Complainant, its business, its aviation products, airline flights and related services, and its own legitimate web sites <www.lufthansa.com>, <www.fly-lh.com>, and <www.lh2006.com>.

Respondent Has No Rights or Legitimate Interest in the Domain Name ₿. [Rule 3(b)(ix)(2)]

- Complainant has in no way consented to Respondent's use of the Domain Name. 21. On December 13, 2006, counsel for Lufthansa wrote a cease and desist letter to Respondent, placing Respondent on notice of Complainant's rights in the mark LH and further, asserting that Respondent's registration and use of Respondent's domain name Ih.com was unlawful and constituted unfair competition, intentional trademark infringement, trademark dilution and false designation of origin. See attached Exhibit B. On January 10, 2007, Respondent's counsel responded by attacking Complainant's legitimate rights in the mark LH. See attached Exhibit C. Despite being placed on notice of Complainant's legitimate rights in the mark LH, Respondent has continued, through its operation of the Domain Name, to commercially benefit and trade off of the good will of Complainant's mark LH.
 - Respondent cannot demonstrate any legitimate right or interest in the Domain 22. Name. Respondent is not commonly known by the Domain Name, either as a business, individual, or other organization. See Policy \$4(e)(ii). Respondent operates under the business name Future Media Architects, Inc. Respondent is well-accustomed to ICANN proceedings and has, several times in the past, been forced to transfer domain names consisting of trademarks. See infra ¶34. Indeed, Respondent's entire business model involves the acquisition and use of as

many domain names as possible. Upon information and belief, beginning in approximately 2000, Respondent began to acquire mass amounts of domain names and currently, is the owner of over 100,000 domain names. See Exhibit L, information relating to Respondent and its business.

- January 1995 (See Exhibit A), upon information and belief, Respondent acquired rights to the Domain Name much later in time and long after Complainant's mark LH had acquired significant good will and recognition as a means by which the public identifies Complainant's airline flights and related travel goods and services. Importantly, a domain name transfer from a registrant who may have had rights or legitimate interests in the Domain Name to a registrant, such as Respondent in this case, does not automatically confer legitimacy on the transferee and the use of a domain name in a manner, such as here, that infringes upon a trademark prevents the acquisition of legitimacy. Grana Padano v. Colombi Cristiano, No. AF 0252 (Aug. 14, 2000); NFL Properties, Inc. v. One Sex Entertainment Co., WIPO Case No. D2000-0118 (April 17, 2000). Therefore, any argument made by Respondent that it acquired legitimacy of the Domain Name and that any such purported legitimacy extends back as early as 1995 must be rejected.
 - 24. The use made by Respondent of its excessive inventory of domain names remains highly suspect. As evidenced by past decisions, Respondent has used domain names that constitute trademarks of third parties to direct Internet users to, for instance, its own OXiDE search engine/web site or mp3.tv web site, even though the various domain names would not lead a web user to associate Respondent's services with the particular domain name. See e.g., Calcar, Inc. v. Future Media Architects, Inc., FA70709001080147 (NAF Nov. 6, 2007); National Rifle Association of America v. Future Media Architects, Inc., FA 0608000781430

8

i

(NAF Oct. 13, 2006); QNX Software Systems Ltd. v. Future Media Architects, Inc., Case No. D2003-0921 (WIPO Feb. 26, 2004). Through this model and the employment of various click-through links and sponsored links to third party web sites, Respondent obtains a commercial benefit.

- 25. In this case, the Domain Name *Ih.com* currently resolves to a web site that promotes Respondent's OXiDB search engine and web site <www.oxide.com> and further, connects users to numerous sponsored links to third party web sites relating to various subjects. A copy of the web site home page (and subsidiary pages showing the various links to third party web sites) from which the Domain Name resolves is attached hereto as Exhibit M..
- Complainant's business, well-known aviation products and services, and legitimate web sites www.flylh.com, and www.flylh.com, and www.lh2006.com to its own *lh.com* web site where it promotes its OXiDE search engine. Upon information and belief, Respondent can offer no explanation as to how the particular domain name *lh.com* could possibly promote its OXiDE search engine or how an Internet user wishing to reach Respondent's OXiDE engine would associate the combination of letters "LH" with OXiDE. *QNX Software Systems Ltd. v. Puture Media Architects, Inc.*, Case No. D2003-0921 (WIPO Feb. 26, 2004). Indeed, Internet users typing in the term LH would be seeking Complainant and Complainant's products and services. Therefore, the promotion of Respondent's web site involves the use of Complainant's good will in the mark LH without Complainant's consent. *Id.*
 - 27. Respondent's use of Complainant's mark LH in the Domain Name to attract Internet users to its *Ih.com* web site does not constitute a *bona fide* offering of goods and services under Policy §4(c)(i). The web site to which the Domain Name resolves connects

Filed 04/24/2008

Internet users to numerous sponsored links to third party web sites relating to various subjects. The use of the Domain Name to run click-through links or to redirect users to sponsored web sites does not qualify as a bona fide offering of goods and services, and it is presumed that the registrant received compensation for each misdirected user. See e.g., Calcar, Inc. v. Future Media Architects, Inc., FA70709001080147 (NAF Nov. 6, 2007); National Rifle Association of America v. Future Media Architects, Inc., FA 0608000781430 (NAF Oct. 13, 2006); The Wedding Channel.com, Inc. v. Vasiliev, FA 156716 (NAF June 12, 2003).

- In view of Complainant's use of the mark LH for over fifty years and the public's 28, recognition of the mark LH with Complainant and Complainant's airline flights and related travel goods and services, it is clear the Respondent—as has been its pattern in the past—is attempting to commercially benefit from and trade off of the good will of Complainant's mark LH. National Rifle Association of America v. FMA, (NAF Oct. 13, 2006). In short, Respondent is not using the Domain Name in connection with a bona fide offering of goods or services. See Policy, ¶ 4(c)(i).
- Nor is Respondent making a legitimate noncommercial or fair use of the Domain Name. See Policy, ¶ 4(c)(iii). On information and belief, the sole reason Respondent has chosen the Domain Name Il. com is to misleadingly divert Internet traffic and users seeking Complainant's goods and services and Complainant's legitimate web sites (i.e., <www.lufthansa.com>, <www.fiy-lh.com>, and <www.lh2006.com>) to Respondent's OXIDE search engine and web site for commercial gain. See also supra at 7 21-28.
 - The Domain Name Was Registered And Is Being Used In Bad Faith C. [Rule 3(b)(ix)(3)]
- Upon information and belief, Respondent registered the Domain Name with the 30. intent to attract Internet users to its OXiDE search engine and <www.oxide.com> web site for

Filed 04/24/2008

commercial gain by creating a likelihood of confusion with Complainant's mark LH as to the source, sponsorship, affiliation, or endorsement of Respondent's web site, thereby misleadingly diverting Internet traffic from Complainant's web site to Respondent's for commercial gain. See Policy, ¶ 4(b)(iv).

- Again, in view of Complainant's longstanding, wide spread and international use 31. of its mark LH, see supra ¶12-18, Respondent knew or should have known of Complainant's trademark rights prior to acquiring rights to the Domain Name. Given the longstanding public recognition of the mark LH, there is no reason for Respondent to have registered the Domain Name other than to trade off of the reputation and goodwill of Complainant's famous LH mark. See Charles Jorden Holding AG v. AAIM, D2000-0403 (WIPO, June 27, 2000) (finding that the domain name in question is "so obviously connected with the Complainant and its products that its very use by someone with no connection with the Complainant suggests opportunistic bad faith."); see also National Rifle Association of America v. FMA (NAF Oct. 13, 2006).
- On information and belief, Respondent derives revenue from its use of 32. Complainant's mark LH by using it to attract Internet traffic to the Ih.com web site which promotes its OXiDE search engine and <www.oxide.com> web site and further, connects users to numerous sponsored links to third party web sites. This use of the Domain Name indicates that Respondent has "intentionally attempted to attract, for commercial gain, Internet users to [Respondent's] web site or other on-line location, by creating a likelihood of confusion with the Complainants' Mark as to the source, sponsorship, affiliation, or endorsement of [Respondent's] web site or location or of a product or service on [Respondent's] web site or location." See Policy, ¶ 4(b)(îv).

- 33. Importantly, when the mark LH is typed into Respondent's OXIDE search engine, none of the results relate to the LH or Complainant's airline service. In fact, the results from Respondent's OXIDE search engine are generally non-sensical—none of the results relate to the term searched but instead connect the user to various unrelated sponsored links. See Exhibit M. This is further evidence that Respondent is using the Domain Name and the *lh.com* web site in bad faith to confuse Internet users for a commercial gain.
- encompassing well-known company names or marks, including <calcar.org>, <nra.net>, and <qnx.info>. All of these companies owning marks identical or confusingly similar to the domain names registered by Respondent filed UDRP complaints against Respondent, and in each case, Respondent was found to have registered the domain name in bad faith and ordered to transfer the domain name back to the company with the legitimate interest in the name. See Calcar, Inc. v. Future Media Architects, Inc., FA70709001080147 (NAF Nov. 6, 2007); National Rifle Association of America v. FMA (NAF Oct. 13, 2006); QNX Software Systems Ltd. v. Future Media Architects, Inc., Case No. D2003-0921 (WIPO Feb. 26, 2004). In light of Respondent's history of registering domain names bearing prominent company names and marks in bad faith, Respondent has engaged in a "pattern of conduct" in order "to prevent the owner of the trademark[s] from reflecting the mark in corresponding domain name[s]." See Policy, Paragraph 4(b)(ii).
- 35. Respondent's registration of the Domain Name also violates the Anticybersquatting Consumer Protection Act, 15 U.S.C. § 43(d), et seq. Indeed, Respondent's conduct has been held to fall within the cybersquatting activity for which the ICANN policy was designed to discourage. See National Rifle Association of America v. FMA (NAF Oct. 13, 2006).

Finally, Respondent's registration of the Domain Name is dilutive of 36. Complainant's mark LH by making it more difficult for web users to locate Complainant's legitimate goods and services and web sites (i.e., <www.fufthansa.com>, <www.fly-lh.com>, and <www.ih2006.com>). By eroding the source-identification function of Complainant's mark LH in this way, Respondent's registration of the Domain Name dilutes the distinctiveness of Complainant's mark.

Remedies Requested VJ.

[Rule 3(b)(x)]

In accordance with ¶4(i) of the Policy, for the reasons described in Section V 37. above, the Complainant requests that the Administrative Panel appointed in this administrative proceeding issue a decision that Ih.com be transferred to the Complainant.

Arbitration Panel VII.

[Rule 3(b)(iv)]

- The Complainant elects to have the dispute decided by a three-member Panel. 38. Complainant submits the names and contact information for the following three potential panelists:
- Alan L. Limbury (1) Strategic Resolution 2 Crown Street Woolloomooloo New South Wales 2011 Australia Telephone: +61 (0) 2 9368 0274

Facsimile: +61 (0) 2 9368 0643

E-mail: expert@strategic-resolution.com

David H. Tatham (2)113 Rivermead Court Ranclagh Gardens London SW6 3SB United Kingdom

Telephone: +44 20 7731 2621 Facsimile: +44 20 7731 2621 E-mail: tatham@dsl.pipex.com

(3) Nelson A. Diaz
Cozen O'Connor
1900 Market Street
Philadelphia, PA 19103
Telephone: (215) 665-5514
Facsimile: (215) 665-2013

VIII. Mutual Jurisdiction

[Rule 3(b)(xiit)]

39. In accordance with Rules 3(b)(xiii), the Complainant agrees to submit, only with respect to any challenge that may be made by Respondent to a decision by the Administrative Panel to transfer or cancel the domain name that is the subject of this Complaint, to the jurisdiction of the federal district court for the Southern District of Florida, Miami Division, or another court in Miami-Dade County, Florida, where Moniker Online Services, LLC has its headquarters and which is the choice of law in the Registration Agreement.

IX. Other Legal Proceedings

[Rule 3(b)(xi)]

40. No legal proceedings have been commenced or terminated in connection with the Domain Name Ih.com. See Rules 3(b)(xi).

X. Communications and Certification

41. Complainant agrees that its claims and remedies concerning the registration of the domain name, the dispute, or the dispute's resolution shall be solely against the domain name holder and waives all such claims and remedies against (a) the National Arbitration Forum and

panelists, except in the case of deliberate wrongdoing, (b) the registrar, (c) the registry administrator, and (d) the Internet Corporation for Assigned Names and Numbers, as well as their directors, officers, employees, and agents. See Rules 3(b)(xiv).

- 42. Complainant certifies that the information contained in this Complaint is to the best of Complainant's knowledge complete and accurate, that this Complaint is not being presented for any improper purpose, such as to harass, and that the assertions in this Complaint are warranted under the Policy and Rules and under applicable law, as it now exists or as it may be extended by a good-faith and reasonable argument. See Rules 3(b)(xiv).
- 43. Complainant certifies that a copy of this Complaint has been sent or transmitted to Respondent in accordance with Rules 2(b) and 3(b)(xii).
- 44. Complainant certifies that a copy of this Complaint has been sent or transmitted to the Registrar, Moniker, in accordance with Supplemental Rules 4(e)(i).

Dated: March 4, 2008

Respectfully Submitted,

Astorneys for the Complainant

Dennis J. Mondolino Christine A. Pepe

McDermott Will & Emery LLP

340 Madison Avenue

New York, New York 10024

Telephone: (212) 547-5823

Facsimile: (212) 547 5444

٠1.

INDEX OF EXHIBITS

EXHIBIT NUMBER	DESCRIPTION
Exhibit A	Network Solutions, LLC's Whois Database Printout For The Domain Name <i>Ih.com</i>
Exhibit B	Letter sent by Complainant's counsel to Respondent
Exhibit C	Letter sent to Complainant's counsel from Respondent's counsel.
Exhibit D	Moniker's Registration Agreement and Dispute Policies
Exhibit E	Publicly Available Information and Promotional and Corporate Information regarding Complainant Lufthansa
Exhibit F	IATA Designator Information
<u>Exhibit G</u>	Materials Evidencing Use in Commerce of mark LH
Exhibit H	Complainant's "LH2006" Campaign Materials
Exhibit I	German Trademark Registration Number 399 47 202, November 22, 1999 and Certified Translation
Exhibit I	Swiss Registration Mark Number 476792, October 31, 2000 and Certified Translation
Exhibit K	European OHIM Certificate of Registration Number 001472349, May 18, 2001
Exhibit L	Information regarding Respondent and Respondent's business
Exhibit M	Printout of Web Site from which Domain Name resolves promoting Respondent's OXiDE search engine and web site

NYK 1142295-2.009900.0021

Case 1:08-cv-02801-LAK Document 4-6 Filed 04/24/2008 Page 18 of 54

TAB A

http://www.networksolutions.com/whois/results.jsp?domain=lh.com

NetworkSolutions.

Cpli be 1-800-333-7680 Welcome Christine Popel | Logovi | Help | Shopping Carl

WHOIS Search Results

Your WHOIS Search Results



th.com

Services from Network Solutions:

Chailted Offer Service - Let un holp you get this demain name! Backgrown - Try to get this name when it becomes available. 5SL Carillipatos - Get peace of wind with a secure certificate. Enhanced Business Listing - Promote your business to mislions of viceyors for only \$1 a month!

Monther Whole Solves Visiolon 2.0

The Opto in Monsker's WHOIS database in provided for information purposes only, aski is in providing to information proposed only, which designed to be test persons in obtaining information related to domain name angletation records. Market date not personally you agree that you will use this Date only for impall purposes and will use this Date only for impall purposes and that, under no chounstaneon will you use this Data to: (1) above, mable, or observine support the transmission of mass uncollabed, commercial entering or collections vin e-mail (specif); or (2) entitle thirt voture, extended, electronic processes that apply to Manker (or its system). Manker reserves the fight to modify those terms of any little. By submitting this quary, you agree to abide by this policy.

Domain Name: UK.COM

Registrani (1698): Futuro Media Architects, Inc. P.O. Box 71 Road Toyla ntonoT 99399 ٧Ġ

Administrative Contact (1690): com ima dan-adminggima.net Futuro Medio Architects, Inc. P.O. Box 71 Road Town Yestele 99999 Phone: +1,7030556000 Frec. +1.7037804738

Bising Contact [1690]: com than dris administration net Future Media Architects, Inc. P.O. Box 71 Road Town Tortold 699P9 vo Phone: +1.7038686000 Fox: 41,7037804738



Cat the power of a dedicated server at a traction of the cost.



Choose Your Domain Name Provider Wisely and Transfer Domains for \$9,99/yr

Learn the do's and don'ts of search ongine optimization. Downtoad our Guide to Gotting Found Online now.

Learn the Secrets of Search Engine Optimization

Attend_our SEO Seminar

Lean More 4.

Sporter Englance



Join Novi ssmart to thinkLocal

Technical Contact [1690]: com less dus admin@faus att Pulsas Modis Archidetz, inc. P.O. Bok 71 Rote Town Tertoin 8900D Phone: +1,7038869000 Ftoc +1.7007804738

Domein servers in listed order:

NS1 US THA NET NS2.US.FMA.NEY 72:32:55:82 72.3.153.73

Record cromed on:

1005-01-31 00:00:00:0

Domain Explics on:

Detabase inct updated on: 2007-12-15 12:09:44.48 2013-02-01 00:00:00:0

The previous information has been obtained either directly from the registrant or a registrant of the domain name other than Nativerk Solutions, Network Solutions, therefore, does not guarantee its accuracy or completeness.

Show underlying conistry date for this record

Current Registran

MONIKER ONLINE SERVICES, INC.

(P Address:

72:32:78,105 (ARIN & RIPE IP search)

IP Location:

US(UNITED STATES)-DELAWARE-WILMINGTON

Record Type:

Domnin Nemo indeterminate

Servet Type:

Lock Status:

cligat Delete Prohibited

OMOZ Y! Directory: no listings gen listings

Web Site Title:

Welcome to WWW.LH.COMI Search Rosals Powered by

OX:DE search redical results (TM)

Mata Description:

VWWW.I.H.COM, Search the web and find what you are tooking

for with OXIDE Search! Live Life Through OXIDE!

Meta Koywords:

WWW.LH.COM, USE OXIDE SEARCH POWER

No E-commerco:

Traffic Ranking:

Not available

No

Date as of:

27-Nov-2008

your domain name registration be included in a public database known as WHOIS. To learn about actions you can take to protect your WHOIS information visit www.inighnelphyrelphyreadydgalg.off

NOTICE AND TERMS OF USE: You are not authorized to access or query our WHOIS database through the use of high-volume, electronic processes or for the purpose of purposes of using the data in any menner that violates these terms of use. The Date in Network Solutions' WHOIS database is provided by Network Solutions for information purposes only, and to assist persons in obtaining information about or related to a domain name registration record. Network Solutions does not guarantee its sociatory. By submitting a WHOIS query, you agree to abide by the following terms of use: You agree that you may use this Date only for levice purposes and that under no circumstances will you use this Date to:
(1) allow, onable, or otherwise support the transmission of mass unsolicited, commercial advertising or solicitations via affect mad, a-mail, telephone, or facelmile, or (2) enable high sovercessy or solutionary we execution, e-mail, exappione, or sections, or (a) entails high volume, automated, electronic processes that apply to Notwork Solutions (or its computer systems). The compilation, repeatingly, discernington or other use of this Data is expressly prohibited without the prior written consent of Network Solutions. You agree not to use high-volume, automated, electronic processes to access or query the WHOIS database. Network Solutions reserves all rights and remedies it now has or may have in the future. including, but not limited to, the right to terminate your access to the WHOIS database in its sole discration, for any violations by you of these tarms of use, including without limitation, for excessive querying of the WHOIS database or for failure to otherwise abide by these terms of use. Network Solutions receives the right to modify these terms at any time.



PerformanceClicks** from Network Solutions Create and manage your gay per click advartising from as kw es \$125/month plus \$89 one time not up fee



Need to get your business online? Our protossional designers can build a custom Web allo for your business. \$11,95/month, plus is \$499.00 Sparch D.

SEARCH AGAIN

Enter a seasch term:

o.g. networksolutions.com

Search by:

O Domnin Name

NIC Hondle P Address

Search >

Case 1:08-cv-02801-LAK Document 4-6

HOIS domain registration information results for th.com from Ne...

4-6 Filed 04/24/2008 Page 21 of 54 http://www.networksolutions.com/whois/results.jsp?domain=lh.com

dosign for











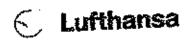


180% Sacure Transnetton For your perspection, this Wish side is pecured with this Nightest level of SSL Certificate charyotten. Conycipts 2000 Network Solutions. All rights reserved.

TAB B

:

:



Your reference

Офг небекелеегОева

Гогоранов ФМ.

NYC CJ/U

13 December 2006

(516)290-9579 (616)296-9399

Future Media Architects, Inc. P.O. Box 71 Road Town, Tortola British Virgin Islands 99999

Re: Domain name www.ih.com

Dear Sir/Madam:

It has been brought to my attention that Future Media Architects, Inc. ("FMA") is using a registered trademark of Deutsche Lufthansa Aktiengesellschaft ("Lufthansa").

Lufthansa is the owner of "LH" under German Trademark Registration Number 399 47 202; European OHIM Certificate of Registration Number 001472349; and Swiss Registration Mark Number 476792, along with numerous other registrations pertaining to the mark Lufthansa uses this mark in Europe and throughout the world in conjunction with its aviation services. Lufthansa's registration has been in full effect since 1999.

It is clear that Future Media Architects, Inc.'s use of the mark is confusing to and may misdirect customere seeking Lufthanea's website to FMA's travel related website.

FMA's activities are unlawful and constitute unfair competition, intentional trademark infringement, trademark dilution and false designation of origin.

Lutthanea prefers to resolve this matter without taking legal action, but it is prepared to avail itself of any and all legal remedies to protect its rights and business.

have tried contacting your company via email and telephone without success. Please call the undersigned at (516) 296-9579 if you are interested in reaching an amicable resolution in this matter.

Very truly yours

Lawlence E Mullins, Esq.

Lucinate Combin Alvinos 1640 Hemptinad Trunche Eost Micecox, NY 11054 Toephore 510 296-0200 Toblax 610 286-8664 w⁴>

STAR ALLIANCE

TAB C

:

:

C . 176

Appropriate the statement

LAW OFFICES OF

KENYON డ్ KENYON

Products Debert T. Tobia Albert I. Trecester Second I. Slades Google E. Hadaystin Shillip J. MaCabe * # James Gallerston Water II. Harray, Ir. Richard I., Dalamie Richard L. Dalquis brows II. Rophis Splench T. Cathen + Ionathin C. Racken = Romand J. Chire Richard S. Chronilla + Richard L. Rophis Richard L. Romand Albert J. Paddam Richard M. Rossel
Albed I. Broden
Thomber I. Molloro
Infrey M. Dedice
Introph T. Nicholson e
Gerard A. Medicina
Deboreb A. Siccernite
Little Lieta Palmese
Microbyth A. Derdeer

Philipph A. Curber Thise B. Market

John P. Karry # Paul M. Richest, D. +

dature) or colourn PROPERTY OF THE PROPERTY OF

The state of the s

Daugher II. Bakeri w Shank R. Kaptin Charles A. Wales John W. Bakerson v Licebette M. Carabana Managara Mindon I Haled Mann W. (1994) e a Robert L. Robe, A. T Robert L. Ruid, N. v.
Antin P. Fance
Antin P. Fance
Antin P. Fance
Only R. Nicoria
Philo P. Robert
C. Koyle Mongrous e
More A. Person
Mongrous e
More A. Person
Mongrous e
More A. Person
Mongrous e
More A. Chapter
Mongrous e
Mongrou Lactes A. Sound P Frield L. Bertshide & M Anten R. Miner Robert V. Carwinski Jeffery S. Oscobia A. Astrony Púlike S. Cy William & Jerry Carods Bristo J. Bestot & D

Of County Course R. Bestraet Subsect L. Mayer John C. Aberths

John P. Kathy, E. John D. Transfe, J.L. 1960 America C. Dadiesh Anna C. Lands Song H. Lands Romald D. Proto, N. 4 September 1985 O Martin Bryan Dens Making Resid McCanty William II. Marca John C. Yester Theore C. Station Prof. C. Cresson Torna A. Laveria an Linda Study Lenouse a Rasse A. Torniban ONE BROADWAY NEW YORK, NY 20084-1050

THE (212) 605-7200 FAX: (217) \$25-\$288 WINN KENYON COM

WASHINGTON, DC CYPICS HOUR STREET, NIV STATE AND MASHEJATTOK DC 20X4-12TZ TIO, GOOD 720 4200 FAX, (XXX 270 429)

REMOON VALUEY OFFICE STATES AS K SCHOOL STATE 400 MARKET COLUMN CARACTERS SAN NOR CARRIED TH TEL. (AN) 975-7503 PAX (900) 975-07-01

ADOTH H. SCHOOL Doba S. Orlesburk Karise T. Oodkeende Bracky J. Maier 4 Feeling C. Orace, 7427 High a Pro Bright of Stant DANS SHOULD Registal Debist Dend J. Zoolli School A. Dison + Registal L. Dison + Learning +, Cannon 1940 Asservi L. Radouri, Phil Design +, Change, Phil Design +, Change, Phil Design +, Assert Thomas R. Makin Zela AD + Robert K. Vincent MANY S. HAMAN Track T. Quality * Codyle C. V. Text * William E. Carry Paymo Moradian Payard Admidian Nobel C. Vareb B Desire L. McChale Strictus E. Frence Cyclide L. Frence Bulland W. Monopa Bulland D. Mongan Lancetce M. Eyada, Phil Lancetce M. Eyada, Phil Lancerce M. Pracis, PRD Introduct P. Tracis Septem F. Septem Joseph A. Coppell, Phili James P. Septem Pricing P. Septem Pracing P. Septem Pro-Linguist P. Figure Comment Millerholm

Cracks W. Prog Alexa Jr. Specie e Law F. R. Torrela

And Complete heigh South Britishan's M And Complete heigh ARROW District Cray L. Parket, M.C. a Soften Adera Soften Data Airmain'i Indian August Timbus Caranghap W. Olyma, N.D. Juyda Genebatas Rabinas Y. Hassan Rockes Kally Vanta I Dann highest Kady Karla I Prov Calman D. Rame Yalv Walta B Georg C. Reshoush Karla A. Banna B Kingli, Ware 1900 Tanaday A. Briston Device A. Kinka B Channel Band May S. Gregory Royal, MCs Caroball C. Chinal Ross Confero Michael J. Delleron HEN E Joseph B ECK C Keese+ Heir Lio Ejezi C hachto Arsone P. Norrinst Michael P. Olika Amy T. Stack Consended T. Evour. Philita Conty R. Tahl Dynam R. Liderto Payabach J. West-opf Deather L. Williams Light J. Domestok 4 Connected L. Stophers, Phili Alan P. Forpe, 7537 Lee R. Stekse John P. Rappi, 7427

Radion II Sanigle, II Prof.E. Dourne, 1967 o Sactor II. Cataline o Victor I. Cataline o Kacia I. Reports Michael C. Oparica William P.C. of Woma, 100 D. Declaro Jeschia HALL STADY Cin Deag II Street S. Ya. 1417 Windowski Shull Elizabeth S. Ter Junio M. Hayal Franc L. Charth Michele V. Amin Man Bankowski han Buler see to Char State Cortes (Select Cortes Michael Cattal
Rechael S. A. Dooley
Chai R. Generalli
Schellas Chilari Burni
Arron Rachipy
Yukanama T. Kernyach
Terses A. Lahy
Dooglas T. Lee
Gregory T. Sandiags
Coriscoplas M. Sons
Robert C. Sendi, 400
Terses S. Silver
Terses S. Silver Action C. Serot, ACD Creatile X. Siller Dears D. Seron George T. We Gras C. Seron Mark. D. Youn Mark. D. Youn Mark. D. Youn Mark. D. Homes, DAMID Cenops T. We Walker W. Jones Damid G. Bacoley Author S. Dallamoy June D. Dallamoy Janes IV, Market Reduct IV Polisies

January 10, 2007

By Feesimile 515-296-9399 Confirmation via First Class Mail Lawrence B. Mullins, Esq. Luftbansa German Airlines

1640 Hempstead Ave. East Meadow, NY 11554-1096

Re:

Future Media Architects, Inc.'s < h.com > Domain Name Kenyon Reference No. 13358.999

Dear Mr. Mullins:

We are intellectual property counsel to Future Media Architects, Inc. ("FMA"), owners of the domain name < h.com> (the "Domain Name"). Our client has forwarded your letter of December 13, 2006 to us for a response. After careful consideration of your letter, our client sees no reason to transfer the Domain Name to Lufthansa.

Your letter cites registrations for LH in Germany, Europe and Switzerland as well as unspecified "numerous other registrations pertaining to" LH. Our review of the German, CTM and Swiss registrations indicates that they were filed in 1999, 2000 and 2000 respectively while your letter states that "Lufthansa's registration has been in full effect since 1999." As you may know, FMA registered the Domain Name on January 31, 1995. Accordingly, FMA enjoys priority in the Domain Name. In addition, and centrary to your assertion that "Lufthansa uses this mark in Europe and throughout the world in conjunction with its aviation services," our in-depth investigation,

ALIPTARY IS RESIDENT

Lawrence B. Mullins, Esq. January 10, 2007 Page 2

AND ALL AND A THE PARTY

including a full review of Lufthansa's website, failed to unearth a single use of LH as a trademark by Lufthansa. Consequently, Lufthansa does not have any rights in LH enforceable against FMA.

In addition, as you know, when determining a question of trademark infringement, the ultimate issue the court must determine is whether a likelihood of consumer confusion exists. PMA uses the Domain Name in connection with a wide variety of goods and services ranging from credit reports to car rentals to engagement rings to health insurance. Consequently, and from credit reports to car rentals to engagement rings to health insurance. there is quite putting asside the fact that Lufthansa does not appear to be using LH as a trademark, there is quite simply no likelihood of confusion with the Domain Name.

We trust this alleviates your client's fears. Be advised, however, that any action taken by Lufthansa regarding the Domain Name, whether through the civil courts or an ICANN proceeding, will be strenuously resisted.

Very truly yours,

Sames E. Rosini

cc: Future Media Architects, Inc. Justin M. Kayai, Esq. حديد ع

TAB D

.

:

:



waters 뜼

Toll-tree: 1-800-688-6311 Moniker Support Center

HOME: REGISTER DOMAINS TRANSPER DOMAINS ORDER PRODUCTS WER HOSTER CVENAUL RACKORDER DOMAINS

PROMOTE YOUR SITE PARTNERS

Domain Name Services

My Domains My Account

Fund Account

Status Center

Shapping Cart

Hoto

REGISTRATION AGREEMENT

For domain escrow terms, glease click have For domain appraisal terms, please click light

MONIKER REGISTRATION AGREEMENT (REGISTRAR SERVICES)

MONIKER ONLINE SERVICES, LLC / MONIKER IS AN ACCREDITED REGISTRAR WITH THE INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS ("ICANN") FOR VARIOUS GENERIC TOF-LEVEL DOMAIN NAMES INCLUDING .COM, .NET, .ORG. INFO, AND .BIZ ("TLO'S").

you acknowledge that you have read. Understood and agree to be bound by all terms and conditions of IOU ACAMONICENSE INAI 100 HAVE READ, ONDERSTOD AND MOREE TO BE DOOND BY ACT TENES AND CONDITIONS OF ICANN'S UNIFORM DOMAIN NAME DISPUTE RESOLUTION POLICY (THE "UDRP"), AS AMENDED FROM TIME TO TIME, WHICH IS HEREBY INCORPORATED AND MADE A PART OF THIS AGREEMENT BY REFERENCE FOR ALL TLD DOMAIN NAME REGISTRATIONS OR RENEWALS.

This AGREEMENT between Moniker Online Services, LLC Inc. (hereinafter referred to as "Moniker") and Account Holder (hereinafter referred to as "Client", "you" and "your")

WHEREAS Moniker provides the services including but not limited to Domain Name Registration Service, DNS Services, Domain Sales & Escroy Services, Comain Treffic Montoring & Monetization Services, Web Hosting, Email Service, and File Upload Service (the "Services"); and

WHEREAS Client desires to subscribe to the Service(s) on the terms and conditions contained herein;

By selecting Moniker's service(s) you have agreed to establish an account with us for such services. When you use your account or permit someone clee to use your account to purchase or otherwise acquire access to additional Montker service(s) or to modify. or cancel your Montker service(s) (even if we were not notified of such authorization), this Agreement covers any such service or actions. Any acceptance of your application(s) for our services and the performance of our pervices will occur at the location of our principal place of business in Pompano Beach, Florida.

When you register a domain name with us through our e-mail, web, or wholesale application process, you are responsible for selecting and continuously managing your password and security settings to protect your domain name registration records (including your contact records and host records) from unauthorized changes.

Client is entirely responsible for maintaining confidentiality of the password and account security settings; all consequences of voluntary disclosure of password and account information; any and all activities that occur under Client's account.

3. FEES, PAYMENT AND TERM OF SERVICE

As consideration for the services you have selected, you agree to pay Moniker the applicable service(s) fees set forth on our Web? site at the time of your selection unless otherwise contracted. All lees are due immediately and are non-refundable, including the pre-funding of your account. Initial domain name registrations & services and domain name registrations & services that have passed the registration agreement's anniversary date, most be in a paid status to transfer, delete, or be modified in any way, Including modifications to request Moniker to affect the domain name record to provide domain name services. Domain name registrations & services in an unpaid status will be manually or automatically deleted at any time, Moniker may take all remedies available to collect fees owed including using your credit card/cards on file, funds in your account, or assume ownership of your available to collect fees owed including using your credit card/cards on file, funds in your account, or assume ownership of your available to collect fees owed including using your credit card/cards on file, funds in your account, or assume ownership of your services with us is subject to our then current terms and demain names if they are in unpaid status. Any renewal of your services with us is subject to our then current terms and conditions and payment of all applicable service fees at the time of renewal and in the case of domain name re-registration, the continues only payment of an appropriate research the at the case of the continues of the c registration to another domain name registrar during the first sixty (60) days from the effective date of your initial domain name registration to another domain name registrar ouring the first sixty (ou) days from the effective date of your initial domain name registration or change of ownership with us. We will attempt to provide you notice by small and/or phone call, to the issted registration or change of ownership with us. We will attempt to provide you notice by small and/or phone call, to the issted account contacts prior to the renewal date of your domains. You agree that if you paid by credit card for any services provided account contacts prior to the renewal date of your domains. You agree that if you paid by credit card for any services provided account contacts prior to the renewal date of your domains. You agree that if you paid by credit card for any services provided account contacts prior to the renewal date of your domains. You agree that if you paid by credit card for any services provided account contacts prior to the renewal date of your domains. You agree that if you paid by credit card for any services provided account contacts prior to the renewal date of your domains. You agree that if you paid by credit card for any services provided account contacts prior to the renewal date of your domains. on or before their renewal date using the credit card information you have provided to us, unless you have notified us (as on or denote their renewal date using the credit cold information you have provided to op, thisess you have notified of the provided herein) that you do not wish to participate in our automatic renewal process. You may "opt out" of our automatic renewal process in accordance with the instructions on our Web site and email forms. You are solely responsible for the credit renewal process in accordance with the instructions on our Web site and email forms. You are solely responsible for the credit renewal process in accordance with the instructions on our Web site and email forms. You are solely responsible for the credit renewal process. In addition, the control of the contr date or account number, security code, or billing address). In addition, you are solely responsible for ensuring the services are date or account number, security code, or billing address). In addition, you are solely responsible for ensuring the services are renewed, Moniker shall have no liability to you or any third party in connection with the renewal, including, but not limited to, any failure or errors in renewing the services.

4. ACCURATE INFORMATION

As further consideration for the Moniker service(s), you agree to:

Provide certain true, current, complete and accurate information about you as required by the application process; and maintain and update this information as needed to keep it current, complete and accurate. We rely on this information to send you Important information and notices regarding your account, legal matters, and our services. Our privacy statement, located on our Web site at http://www.moniker.com/help/privacy.jsp and incorporated herein by reference sets forth your and our rights and responsibilities with regard to your personal information. You agree that we, in our sole discretion, may modify out privacy statement. We may or may not post such revised statement on our Web site at legal thirty (30) calendar days before it becomes effective. You agree that, by using our services after modifications to the privacy statement become effective, you have agreed to these modifications. You acknowledge that if you do not agree to any such modification, you may terminate this Agreement. We will not refund any fees paid by you if you terminate your Agreement with us. We will not process the personal data that we collect from you in a way incompatible with the purposes and other limitations described in our privacy statement and we will take reasonable precautions to protect your personal data from loss, misuse and unauthorized access, disclosure, alteration or destruction. You represent and warrant that you have provided notice to, and obtained consent from, any third party individuals whose personal data you supply to us as part of our services with regard to:

a. the purposes for which such third party's personal class has been collected,

b. the intended recipients or categories of recipients of the third party's personal date,

which parts of the third party's data are obligatory and which parts, if eny, are voluntary; and

how the third party can occess and, if necessary, rectify the date held about them.

You further agree to provide such notice and obtain such consent with regard to any third party personal data you supply to us in the future. We are not responsible for any consequences resulting from your failure to provide notice or receive consent from such individuals nor for your providing outdated, incomplete or inaccurate information. Even if you license the use of our domain name registration services to a third party, you remain responsible for complying with all terms and conditions of this Agreement, and you accept liability for harm caused by such ticensee's wrongful use of our domain hame registration services. unless you promptly disclose the identity of such license upon request by any person who provides reasonable evidence of actionable harm. Subject to the requirements of our privacy statement, in order for us to comply the current rules and policies for the domain name system, you hereby grant to Moniker the right to disclose to third parties through an interactive publicly accessible registration database the following mandatory information that you are required to provide when registering or reserving a domain name:

a. the domain name(s) registered by you;

b. your name and mail address;

c. the name(s), mail address(es), e-mail address(es), voice telephone number and where available the fax number(s) of the technical and administrative contacts for your domain name(s);

d. the Internet protocol numbers of the primary nameserver and secondary nameserver(s) for such domain name(s);

e. the corresponding names of those nameservers,

f. the original creation date of the registration; and

the expiration date of the registration.

We, as are all accredited domain name registrars, are also required to make this information available in bulk form to third parties who agree not to use it to (a) allow, enable or otherwise support the transmission of muss unsolicited, commercial advertising or solicitations via e-mail (spum) or (b) enable high volume, automated, electronic processes that apply to our systems to register domain names.

a. Disclosure and Use of Information

You acknowledge and agree that, pursuant to Moniker.com's Privacy Policy (please sack these to see Moniker.com's Privacy Policy), Moniker.com may make available information you provide or that we otherwise maintain, to such public or private third parties as applicable laws require or permit, including, but not limited to, making publicly public or private third parties as applicable laws require or permit, including, but not limited to, making publicly available, or directly available, some or all of such information: (i) for inspection by law enforcement officials (including in the case of potential criminal activity); (ii) to respond to criminal and civil subpoenss and court orders that reasonably appear to be valid; (iii) in connection with the sale of all or certain of our assets; (iv) to enforce or apply the terms of this Agreement; and (v) to protect the rights, property, or safety of Moniker.com, our users, or others, whether during or after the term of your use of the Service.

You further acknowledge and agree that Moniker.com may make publicly available, or directly available to third parties, some, or all, of the information you provide, for purposes of inspection (such as through our WHOIS service) or for targeted marketing and other purposes as required or permitted by applicable laws. One of the ways that Moniker.com may make some or all of the information you provide available to the public or third parties is by way of bulk WHOIS data access provided to third parties who enter into a bulk WHOIS data access agreement with Moniker.com, Please Click here to refer to Moniker.com's bulk WHOIS data policies and they here if you would like Your WHOIS information made available for bulk access. Monliker.com reserves the right to discontinue providing bulk WHOIS data access to third parties.

You hereby consent to any and all such disclosures and use of, guidelines, limits and restrictions on disclosure or use of, information provided by you in connection with the registration of a domain name or use of any Services (including any updates to such information), whether during or after the term of your registration of a domain name or other Services. You hereby irrevocably waive any and all claims and causes of action you may have arising from such disclosure or use of information provided by you by Moniker.com.

We will not process data about any identified or identifiable natural person that we obtain from you in a way incompatible with the purposes and other limitations which we describe in this Agreement.

Moniker.com will take reasonable precautions to protect the information it obtains from you from our loss, misuse, unauthorized access or disclosure or use, or alteration or destruction, of that information. Moniker.com will have no liability to you or any third party to the extent such reasonable precoutions are taken.

b. Communications

You acknowledge and agree that communications with Moniker.com are not private and may be published either in their entirety or in edited form at any time, at the sole discretion of Moniker.com

5. MODIFICATIONS TO AGREEMENT

Except as otherwise provided in this Agreement, you agree, during the term of this Agreement, that we may:

a. revise the terms and conditions of this Agreement; and/or

b. change part of the services provided under this Agreement of any time. Any such revision or change will be binding and effective immediately upon posting of the revised Agreement or change to the service(s) on Moniker Web sites,

or upon notification to you by e-mail or mail.

- c. You agree to periodically review our Web sites, including the current version of this Agreement available on our Web sites, to be aware of any such revisions. If you do not agree with any revision to the Agreement, you may terminate this Agreement at any time by providing us with notice by e-mail or mail addressed as follows, Attention: Registrar this Agreement at any time by providing us with notice by e-mail or mail addressed as follows, Attention: Registrar this Agreement at any time by providing us with notice by e-mail or mail addressed as follows, Attention: Registrar this Agreement at any time by providing us with notice by e-mail or mail addressed as follows, Attention: Registrar this Agreement at any time by providing us with notice by e-mail or mail addressed as follows, Attention: Registrar this Agreement at any time by providing us with notice by e-mail or mail addressed as follows, Attention: Registrar this Agreement at any time by providing us with notice by e-mail or mail addressed as follows, Attention: Registrar this Agreement at any time by providing us with notice by e-mail or mail addressed as follows. effective on receipt and processing by us. Any fees paid by you if you terminate your Agreement with us are nonrefundable, but you will not incur any additional fees unless they are awed to us for any expired services that are in unpaid status. By continuing to use Moniker services after any revision to this Agreement or change in service(s), you agree to abide by and be bound by any such revisions or changes. We are not bound by nor should you rely on
- d. any agent, representative or employee of any third party that you may use to apply for our services; or e. on information posted on our Web site of a general informational nature. No employee, contractor, agent or representative of Moniker is authorized to alter or amend the terms and conditions of this Agreement.

6. GRACE PERIOD; IP ADDRESS CHANGES; RENEWAL AND TRANSFER OF EXPIRED DOMAIN NAMES ON YOUR BEHALF.

CRCK here to review the Domain Deletion and Auto-Renew Policy

You agree that we may, but are not obligated to, allow you to renew your domain name after its expiration date has passed. You agree that after the expiration date of your domain name registration and before it is deleted or renewed, we may direct your domain name to an IP address designated by us, including, without limitation, to an IP address which bosts a parking, under construction, or other temporary page that may include promotions and advertisements for, and links to, Moniker's Web site, Montker product and service offerings, third-party Web skes, third-party product and service offerings, and/or Internet search engines and/or advertisements, and you agree that we may place our contact information in the WHOIS output for the expired domain name. Should you not renew your domain name during any applicable grace period, you agree that unless you notify us domain name, phound you not remain your comain home doring any applicable grace period, you agree that these you to the contrary we may, in our sole discretion, renew and transfer the domain name to our control, or a third party on your to the contrary we may, in our sole discretion, renew and transfer the domain name to our control, or a third party on your to the contrary we may, in our sole discretion, renew and transfer and transfer and your failure to so notify us after behalf (such a transaction is hereinafter referred to as a "Post Term Renewal and Transfer"), and your failure to so notify us after the domain name expiration date shall constitute your consent to such a Post Term Renewal and Transfer. In the event we are able to identify such a third party and effectuate such a Post Term Renewal and Transfer, we may notify you via email after the transaction is completed. Additionally, in our discretion, you may be eligible to receive a portion of the Net Proceeds received by us as a result of a Post Term Transfer of your domain name. These Net Proceeds will be added to your account and are to be used for Moniker related services only. For purposes of this paragraph, "Net Proceeds" shall mean the total fees paid to us by another party or our third party vendor as a result of a Post Term Renewal and Transfer, less any registry lees, credit card charge-backs, processing and check fees, and other costs or fees associated with the Post Term Renewal and Transfer of the domain name. If we do pay you a portion of the Net Proceeds, they will be added to your Moniker account to be used for domain domain name. If we do pay you a portion of the rest Proceeds, they was do about to your monker account to be used for domain related services only. You agree that we shall have no obligation to pay you, and you shall have no right to receive, any percentage of the Net Proceeds unless, within ninety (90) days after the date of our notification to you, you first provide us with the name, address and related information requested by us (including, but not limited to, a form W-9, if applicable) in our notification. We cannot guarantee, and we make no representation or promise, that any Post Term Renewal and Transfer will notification. We cannot guarantee, and we make no representation or promise, that any Post Term Renewal and Transfer will occur with respect to your domain name or that we will pay you any Net Proceeds.

7. NEW CUSTOMERS THROUGH A BACKORDER SERVICE.

Cack here to review the Demain Detellon and Auto-Renew Policy

If you are registering a domain name through a buckerder service and that domain name was registered with, and not yet deleted by, Moniker at the time of your purchase, you acknowledge and agree that the term of your registration will be for a period of one year from the original expiration date, (not the date in which you took control of the domain name) for the domain name immediately prior to your purchase, as the registration is the result of a Post Terra Renewal and Transfer. If you are registering a domain name through a backorder service and the domain name was not registered with Moniker at the time of your purchase but was deleted by the applicable top-level domain registry at the time of your purchase, you acknowledge and agree that the term of your registration will be for a period of one year from the date it is initially registered with Moniker or another registrer by the provider of the backerder service.

8. MODIFICATIONS TO YOUR ACCOUNT

In order to change any of your account information with us, you must use your Account Number or User Name and the Password. Please safeguard your Account Number and Password from thy unauthorized use. In no event will we be liable for the unauthorized use or misuse of your Account Number or Password.

9, DOMAIN NAME DISPUTE POLICY

If you reserved or registered a domain name through us, you agree to be bound by our current domain name dispute policy that is incorporated herein and made a part of this Agreement by reference. You also agree to submit to proceedings commenced under the Uniform Domain Name Dispute Resolution Policy ("UORP") and that these may be modified from time to time. The current version of this dispute policy may be found at our Web site: http://www.moniker.com/help/disput@olicies.jsp . Please take the time to familiarize yourself with that policy.

10. DOMAIN NAME DISPUTE POLICY MODIFICATIONS

You agree that we, in our sole discretion, may modify our dispute policy. We may post any such revised policy on our Web site at least thirty (30) calendar days before it becomes effective. You agree that, by maintaining the reservation or registration of your domain name after modifications to the dispute policy become effective, you have agreed to these modifications. You acknowledge that if you do not agree to any such modification, you may terminate this Agreement. We will not refund any fees paid by you if you terminate your Agreement with us.

11. DOMAIN NAME DISPUTES

You agree that, if your use of our domain name registration services is challenged by a third party, you will be subject to the provisions specified in our dispute policy in effect at the time of the dispute. You agree that in the event a domain name dispute provisions specified in our dispute policy in effect at the time of the dispute. You agree that in the event a domain name dispute provisions specified in our dispute policy in effect at the time of the dispute. You agree that in the event a domain name dispute arises with any third party, you will indemnify and hold us harmiess pursuant to the terms and conditions set forth below in this Agreement. If we are notified that a complaint has been filed with another registrar, a judicial or administrative body regarding your use of our domain name registration services, you agree not to make any changes to your domain name record without our prior approval. We may not allow you to make changes to such domain name record until we are directed to do so by the judicial or administrative body, or we receive notification by you and the other party contesting your registration and use of our domain name registration services that the dispute has been settled, furthermore, you agree that if you are subject to litigation regarding your registration and use of our domain name registration services, we may deposit control of your domain name regarding your registration and use of our domain name registration services, we may deposit control of your domain name registration services, we may deposit control of your domain name registration services, we may deposit control of your domain name registration services, we may deposit control of your domain name registration services, we may deposit control of your domain name registration services. all court orders, domestic or international, directed against you and/or the domain name registration and may move such domains into our disputed domain account at Moniker. The Registered Name Holder shall agree that its registration of the Registered Name shall be subject to suspension, cancellation, or transfer purposed to any ICANN adopted specification or policy, or pursuant to any registral or registry procedure not inconsistent with an ICANN adopted specification or policy. (1) to correct mistakes by Registrar or the Registry Operator in registering the name or (2) for the resolution of disputes concerning the Registered Name.

For the adjudication of disputes concerning or arising from use of the Registered Name, the Registered Name Holder shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts (1) of the Registered Name Holder's domicile and (2) where Registrar is located.

12. AGENTS

You agree that, if your agent (e.g., an Internet Service Provider, employee, etc.) purchased our service(s) on your behalf, you are nanotheless bound as a principal by all terms and conditions herein, including the dispute policy. Your continued use of our services shall ratify any unauthorized actions of your agent. By acting on your behalf, your agent certifies that he or she is authorized to apply for our services on your behalf, that he or she is authorized to apply for our services on your behalf, that he or she is authorized to bind you to the terms and conditions of this Agreement and that he or she has apprised you of the terms and conditions of this Agreement. In addition, you are responsible Agreement one that he is see not opposed you of the terms and confidence of this Agreement, to see temporative for any errors made by your agent. We will not refund fees paid by you or your agent on your behalf for any reason, including, but not limited to, in the event that your agent fails to comply with the terms and conditions of this Agreement, your agent incorrectly provides information in the application process or if your agent changes or otherwise modifies your domain name record incorrectly.

13, NOTICES AND ANNOUNCEMENTS

You authorize us to notify you as our customer of information that we deem is of potential interest to you. Notices and announcements may include commercial e-mails and other notices describing changes, upgrades, new products and services or other information pertaining to Internet security or to enhance your identity on the Internet and/or other relevant matters. If you do not wish to receive bulk email solicitation notices or announcements please send us an email at support@moniker.com.

14. EXCLUSIVE REMEDY

You agree that our entire liability, and your exclusive remedy, in law, in equity, or otherwise, with respect to any Moniker service(s) provided under this Agreement and/or for any breach of this Agreement is solely limited to the amount you paid for such service(s). Moniker and its contractors shall not be liable for any direct, indirect, incidental, special or consequential demages resulting from the use or inability to use any of the Moniker services or for the cost of procurement of substitute services. Because some states do not allow the exclusion or limitation of kability for consequential or incidental damages, in such states, our liability is limited to the extent permitted by law. We disclaim any and all loss or liability resulting from, but not limited to:

loss or liability resulting from access delays or access interruptions;

loss or liability resulting from data non-delivery or data mis-delivery;

loss or liability resulting from acts of God;

loss or liability resulting from the unauthorized use or misuse of your Account Number. Password or security authentication option;

loss or liability resulting from errors, omissions, or misstatements in any and all information or service(s) provided under this Agreement;

loss or liability relating to the deletion of or follure to store e-mail messages;

loss or liability resulting from the development or interruption of your Website;

loss or liability from your inability to use our dot com mail service;

loss or liability that you may incur in connection with our processing of your application for our services, our processing of any authorized modification to your dombin name record or your agents failure to pay any fees, including the initial registration fee or re-registration fee; or

loss or liability as a result of the application of our dispute policy.

15. INDEMNITY

You agree to release, indemnify, defend and hold Moniker, in our capacities as the registry and a registrar, and the applicable registry for any top-level domain in which you are applying for services hereunder, and only of our or their contractors, agents. employees, efficers, directors, shareholders, affiliates and assigns harmless from all liabilities, claims, damages, costs and expenses, including reasonable attorneys' fees and expenses, of third parties relating to or orising under this Agreement, the Moniker services provided hereunder, your domain name registration, or your use of the Moniker services, including without limitation infringement or dilution by you, or someone else using our service(s) from your computer, of any intellectual property or other proprietary right of any person or entity, or a violation of any of our operating rules or policies relating to the service(s) provided. When we are threatened with suit or sued by a third party, we may seek written assurances from you concerning your promise to indemnify us; your failure to provide those assurances may be considered by us to be a material breach of this Agreement.

You agree to defend, indemnify and hold harmless Monliker Online Services, LLC and Monliker Online Services, Inc., its affiliates and business partners, and any applicable dorsein mine registry, including without limitation VenSign, Inc., Afilias Limited, NeuLevel, Inc., NeuStar, Inc., SITA andPublic Interest Registry, and their respective subsidiaries and affiliates, and the directors, officers, employees and agents, subcontractors to viscounteddars of each of them, from and against any and all claims, actions, losses, damages, expenses and costs, including reas-mobile attorneys' fees and expenses, arising out of or relating to (i) your domain name registration, (ii) any breach by you of this Agreement, including the Dispute Policy, or (iii) any third party claim, action, or demand related to your domain name or the use thereof. This indemnification obligation shall survive the termination or expiration of the registration agreement.

If we are notified that a complaint has been filed with a judicial or administrative body regarding your use of our domain name registration services, you agree not to make any changes to your domain name record without our prior approval. We may not allow you to make changes to such domain name record until (i) we are directed to do so by the judicial or administrative body, or (ii) we receive notification by you and the other party contesting your registration and use of our domain name registration services that the dispute has been settled. Furthermore, you agree that if you are subject to litigation regarding your registration and use of our domain name registration services, we may deposit control of your domain name record into the registry of the judicial body by supplying a party with a registrar certificate from us. You agree that we will comply with all court orders, domestic or international, directed against you and/or the domain name registration.

16. ADDITIONAL REGISTRY REQUIREMENTS

The following provisions apply to any domain names that you register through Moniker in the relevant registry(les).

(.INFO) With respect to any registration of a .INFO second level domain name, you agree to the following terms:

You consent to the use, copying, distribution, publication, modification, and other processing of your Personal Data by Afilias, the INFO Registry Operator, and its designees and agents in a manner consistent with the purposes specified pursuant in its

You agree to submit to proceedings under ICANN's Uniform Domain Name Dispute Policy (UDRP) and comply with the requirements set forth by Affilias for domain names registered during the Sunrise Period, including the mandatory Sunrise Dispute Resolution Policy. These policies are subject to modification by Afilias in its discretion.

You agree to immediately correct and update the registration information for the .INFO registered domain name during registration term for suchdomain name; failure to correct this information shall constitute a breach of this Agreement.

You acknowledge that Affilias, the registry operator for JNFO, will have no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the Sunrise Period or the Land Rush Period, including, without limitation: (a) the ability or inability of a registrant to obtain a given domain name during these periods, and (b) the results of any dispute over a Sunrise Registration.

Moniker and Afilias, the registry operator for JNFO, expressly reserve the right to deny, cancel or transfer any registration that either shall deem necessary, in its discretion, to protect the integrity and stability of the JNFO registry, to comply with any applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution applicable laws, government rules of requirements, requests of four processing in companion with any dispute resolution process, or to avoid any liability, civil or criminal, on the part of Moniker and/or Afilias as well as their affiliates, subsidiaries, process, or to avoid any liability, civil or criminal, on the part of Moniker and/or Afilias as well as their affiliates, subsidiaries, officers, directors and employees. Moniker and Afilias also reserve the right to lock a domain name during resolution of a dispute.

You agree that your follure to abide by any provision of this Agreement, any Moniker operating rule or policy, the dispute policy, or your willful provision of inaccurate or unreliable information as part of the application process, or your failure to update your information to keep it current, complete or accurate, or your failure to respond for over filteen (15) calendar days to inquiries from us concerning the accuracy of the contact details associated with your domain name registration may be considered by us to be a material breach and that we may provide a written notice, describing the breach, to you. If within ten (10) calendar days to be a moderno present one diec we may provide evidence, which is reasonably satisfactory to us, that you have not breached your of the date of such notice, you fall to provide evidence, which is reasonably satisfactory to us, that you have not breached your of the date of such notice, you fall to provide evidence, which is reasonably satisfactory to us, that you have not breached your of the date of such notice, you fall to provide evidence, which is reasonably satisfactory to us, that you have not breached your of the date of such notice, you fall to provide evidence, which is reasonably satisfactory to us, that you have not breached your of the date of such notice, you fall to provide evidence, which is reasonably satisfactory to us, that you have not breached your obligations under the Agreement, then we may delete the registration or reservation of your domain name and/or terminate the other Moniker service(a) you are using without further notice. We will not refund any fees paid by you it we terminate your Agreement due to your breach. Any such breach by you shall not be deemed to be excused simply because we did not act earlier in response to that, or any other breach, by you.

18. NO GUARANTEE

You agree that, by registration of your chosen domain name, such registration does not confer immunity from objection to either the registration or use of your domain name.

19, REPRESENTATIONS AND WARRANTIES

You agree and warrant that:

the information that you or your agent on your behalf provide to us during the application process to register your domain name or to apply for other Moniker service(s) is, to the best of your knowledge and belief, accurate and complete, and that any future changes to this information will be provided to us in a timely menner according to the modification procedures in place at that time:

to the best of your knowledge and belief neither the registration of your domain name nor the manner in which you intend to use such domain name will directly or indirectly infringe the legal rights of a third party;

you have all requisite power and authority to execute this Agreement and to perform your obligations hereunder;

you have selected the necessary security option(s) for your domain name registration record; and

you are of legal age to enter into this Agreement

You agree that your use of our service(s) is solely at your own risk. You agree that all of our services are provided on an "as is," and "as available" basis.

20. DISCLAIMER OF WARRANTIES

WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, WE MAKE NO WARRANTY THAT OUR SERVICE(S) WILL MEET YOUR REQUIREMENTS, OR THAT THE SERVICE(S) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DO WE MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE(S) OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH OUR DOT COMUSE OF THE SERVICE(S) OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH OUR DOT COMUSE OF THE SERVICE(S) OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH OUR DOT COMUSE OF THE SERVICE(S) OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH OUR DOT COMUSE OF THE SERVICE(S) OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH OUR DOT COMUSE OF THE SERVICE(S) OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH OUR DOT COMUSE OF THE SERVICE(S) OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH OUR DOT COMUSE OF THE SERVICE(S) OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH OUR DOT COMUSE OF THE SERVICE(S) OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH OUR DOT COMUSE OF THE SERVICE OF THE SERVICE OF THROUGH OUR DOT COMUSE OF THE SERVICE OF THROUGH OUR DOT COMUSE OUR DO MAIL SERVICE. YOU UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF OUR DOT COM MAIL SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA. WE MAKE NO WARRANTY REGARDING ANY GOODS OR SERVICES PURCHASED OR OBTAINED THROUGH ANY OF OUR SERVICES OR ANY TRANSACTIONS ENTERED INTO THROUGH SUCH SERVICES, NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH OUR DOT COM MAIL SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. TO THE EXTENT JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAINWARRANTIES, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

21, REVOCATION

You agree that we may terminate your contractual right to use our service(s) if the information that you are obligated to provide to register your domain name or register for other Moniker service(s), or that you subsequently modify, contains felse or misleading information, or conceals or omits any information we would likely consider material to our decision to register your domain name or to continue to provide you domain name registration services. Furthermore, you agree that we may suspend, cancel or transfer your domain name registration services in order to: (i) correct mistakes made by us or the registry in registering your chosen domain name, or (ii) to resolve a dispute under our dispute policy. We will not refund any fees paid by you if we terminate your services.

22. RIGHT OF REFUSAL

We, in our sole discretion, reserve the right to refuse to register your chosen domain name or register you for other Moniker service(s), or to delete your domain name within the first thirty (30) calendar days from receipt of your payment for such services. In the event we do not register your domain name or register you for other Moniker service(s), or we deteld your domain name or other Moniker service(s) within five (5) calendar day period, we agree to refund any applicable fee(s) you have paid. You agree that we shall not be liable to you for loss or damages that may result from our refusal to register, the deletion your domain name or refusa to register you for other Moriker service(s).

23. SEVERABILITY

You agree that the terms of this Agreement are severable. If any term or provision is declared invalid or unenforceable, that term or provision will be construed consistent with applicable law as nearly as possible to reflect the original intentions of the parties, and the remaining terms and provisions will remain in full force and effect.

24, ENTIRETY

You agree that this Agreement, the rules and policies published by us, the dispute policy and the privacy statement are the complete and exclusive agreement between you and us regarding our services. This Agreement, our rules and policies, the dispute policy and the privacy statement superseduali prior agreements and understandings, whether established by custom, practice, policy or precedent.

26. TRANSFER AND ASSIGNMENT

You may transfer your domain name registration to a third party of your choice, subject to the procedures and conditions found at: http://www.moniker.com/help/dtc.jsp, incorporated herein by reference. You understand that you may not transfer your domain to another Registrar until the first day after initial registration or transfer of the domain to Moniker, or change of ownership of the domain within the Moniker system. When requesting to transfer your domain to (or from) Moniker to (or from) another Registrar, Moniker must receive authorization by you in advance of such transfer request. This authorization can come in the form of an email from the account holder and/or registrant, or via authorized fax showing proof of ownership of the domain. When transferring a domain name to Moniker, your registration will be extended for one year, provided that in no event shall the total anexpired term of the registration exceed ten (10) years.

You agree to maintain accurate records appropriate to document and prove the initial domain name registration date, regardless

of the number of Registrars with which you entered into a contract for registration services.

Your rights under this Agreement are not assignable and any attempt by your creditors to obtain an interest in your rights under this Agreement, whether by attachment, levy, garnishment or otherwise, renders this Agreement voldable at our option.

28. GOVERNING LAW

This Agreement is governed by and construed in accordance with the applicable laws of the State of Florida and the federal laws of the United States. For all matters arising from this Agreement or your use of Moniker's pervices, including, but not limited to, claims in which your use of our domain name registration services is challenged by a third party, Client and Moniker agree to the exclusive subject matter jurisdiction, personal jurisdiction and venue of the United States District Court for the Southern District of Florida, Miami Division. If there is no jurisdiction in the United States District Court for the Southern District of Florida, Miami Division, for any disputes between us under or arising out of this Agreement or your use of Moniker's services, you and we agree that jurisdiction shall be in the courts of Miami-Dade County, Florida, THE PARTIES HEREBY WAIVE ANY RIGHT TO JURY TRIAL WITH RESPECT TO ANY ACTION BROUGHT IN CONNECTION WITH THIS AGREEMENT. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded. Moniker's foliure to exercise or enforce any right orprovision of this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Moniker by writing:

Client and Moniker agree that any cause of action arising out of or related to this Service must commence within one (1) year after the cause of action crose; otherwise, such cause of action is permanently barred.

27, LANDING PAGES & PARKING PAGES

All domain names registered through Moniker and/or DomainSystems that are pointed to a "Coming Soon," For Sale, Search, or special idle Web page which informs visitors that the registrant has recently registered their domain name at Moniker and/or DomainSystems. These Web pages may be modified at any time by Moniker and/or DomainSystems without prior notice to you and may include such things as, without limitation (i) links to additional products and services offered by Honiker and/or DomainSystems, (ii) advertisements for products and services offered by third-parties, and (iii) an internet search engine Interface. You agree that DomainSystems and/or Moniker has the right to point names as set forth herein without compensation or remuneration to you. If for any reason you do not wish to have the domain name you have registered pointed to a Coming Soon, For Sale, Search, or special Idle Web page, please notify our Customer Support teem at support@moniker.com and/or DomuinSystems, or use Horiker and/or DomainSystems's Domain Manager utility to forward your domain to another location.

28, PROHIBITED CONDUCT

You agree that the following is a non-exclusive list of actions that are not permitted:

the uploading, posting or otherwise transmitting of any content on our Web Site that is unlawful, harmful, threatening, abusive, harassing, tortious, defaniatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;

the impersonation of any person or entity, including, but not limited to, a Moniker official, forum leader, guide or host, or falsely state of otherwise misrepresed your affiliation with a person or entity;

the uploading, posting or other transmittal of any content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);

the uploading, posting or other transmittal any content that infringes anypatent, trademark, trade secret, copyright or other proprietary rights of any party;

the uploading, posting or other transmittel of any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;

the uploading, posting or other transmittal of any content that contains software viruses or any other computer code, files or programs designed to interrupt, dostroy or limit the functionality of any computer software or hardware or telecommunications equipment

Intentionally or unintentionally violating any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law;

"stalking" or otherwise harassing another;

collecting or storing personal data about other users;

promoting or providing instructional information about illegal activities, promoting physical harm against any group or individual, or promoting any act of cruelty to unimals.

29, AGREEMENT TO BE BOUND

By applying for a Moniker service(s) through our online application process or by applying for and registering a domain name as part of our web or e-mail template application process or by using the service(s) provided by Moniker under this Agreement, you acknowledge that you have read and agree to be bound by all terms and conditions of this Agreement and any pertinent rules or policies that are or may be published by Moniker, at any time. These terms will continue to apply to all past use of the Service(s) by You, even if You are no longer using the Service(p). You acknowledge and agree that Registrar may terminate or block Your use of all or part of the Service without prior notice for any reason, including, without limitation, if Registrar believes You have engaged in conduct prohibited by these terms. You agree that upon termination or discontinuance for any reason, Moniker may delete all information related to You on the Service and may bar Your access to and use of the Service.

Registered Name Holder shall:

Indemnify to the maximum extent permitted by law, defend and hold harmless Registry Operator, and its directors, officers, employees and agents from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to the Registered Name Holder's domain name registration and or use, and this indemnification obligation survive the termination or expiration of the registration agreement; (3.7)

Indemnify, defend and hold hermiess Registry Services Provider, its subsidiaries and affiliates, and the directors, officers, employees and agents or each of them, from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, orising out of or relating to the Registered Name Holder's domain name registration and or use, and indemnification obligation survive the termination or expiration of the registration agreement; (3.7-1)

Acknowledge and agree that notwithstanding anything in this Agreement to the contrary, mTLD Top Level Domain Ltd. ("dotmobl"), the Registry Operator of the .mobi TLD, is and shall be an intended third party beneficiary of this Agreement. As such, the parties to this Agraement acknowledge and agree that the third party beneficiary rights of dotmobi have vested and that dot nobl has relied on its third party beneficiary rights under this Agreement in agreeing to Moniker, being a registrar for the mobil top-level domain, Additionally, the third party beneficiary rights of dotmobil shall survive any termination or expiration of this Agreement (3.8.3)

Comply with ICANN requirements, standards, policies, procedures, and practices for which Registry Operator has monitoring responsibility in accordant to with the Registry Agreement or other arrangement with ICANN; (3.8.1)

Comply with operational standards, policies, procedures, and practices for the Registry TLD established from time to time by Registry Operator in a non-arbitrary manner as Registry Policies, applicable to all registrars and/or Registered Name Holders, and consistent with the Registry Agreement shall be effective upon thirty days notice by Registry Operator to Registrar; (3.8.2)

Consent to the use, copying, distribution, publication, modification and other processing of Registered Name Holder's Personal Data by Registry Operator and its designees and agents in a manner consistent with the purposes specified pursuant to Subsection 2.6 and with relevant mandatory local data protection, laws and privacy; (3.8.4)

Submit to proceedings commenced under ICANN's Uniform Domain Name Disput: Resolution Policy ("UDRP"); (3.8.5)

Immediately correct and update the registration information for the registered Name during the registration term for the Registered Name: (3.6.6)

Acknowledge and agree to be bound by the terms and conditions of the initial launch and general operations of the Registry TLD, including vilthout limitation the Limited Industry Launch, the Sunrise Period, the Land Rush Period, the Sunrise Dispute Resolution Policy, the Premium Name Allocation Process, and the General Registration Period, and further to ocknowledge that Registry Operator and the Registry Service Provider has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the Limited Industry Launch, the Sunrise Period, the Land Rush Period, the Sunrise processings and processes repains to the times invosity bound, the pulling remot, the time remot, the statute Dispute Resolution Policy, the Premium Name Allocation Process, and the General Registration Period Including, without limitation: (a) the ability or inability of a registrant to obtain a Registered Name during these periods, and (b) the results of any dispute made during the limited industry launch or over a Sunrise Registration. (3.8.7)

Acknowledge and agree that the Registry and Registry Services Provider, acting in consent with the Registry, reserves the right to deny, cancel or transfer any registration that it deams necessary, in its discretion (I) to protect the integrity and stability of the registry; (ii) to comply with all applicable laws, government rules or requirements, requests of law enforcement, in the registry; (a) to comply with an applicable laws, government rules of requirements, requests of law children of the Registry as well as compliance with any dispute resolution process; (iii) to avoid any ilability, civil or criminal, on the part of the Registry as well as compliance with any dispute resolution process; (iii) to avoid any ilability, civil or criminal, on the part of the Registry as well as the similaries, subsidiaries, officers, directors, representatives, employees, and stockholders; (iv) for violations of the terms and conditions herein; or (v) to correct mistakes made by the Registry or any registrar in connection with a domain name registration, and the Registry also reserves the right to freeze a Registered Name during resolution of a dispute. (3.6.8.)

Acknowledge and agree that they must comply with the requirements, standards, policies, procedures and practices set forth in the detmobi Style Guide (www.mtld.mobi) and consent to the monitoring of the website as described in the detmobi Style Guide monitoring guidelines (www.mild.mobi) for compliance with the Style Guide, Furthermore, Registrant ecknowledges and agrees that this Style Guide is subject to modification by the Registry with any such changes appearing at the previously designated URL, and that Registrant must promptly comply with any such changes in the time allotted. (3.8.9)

Acknowledge and agree that Proxy or Proxy Registrations will not be allowed during the Sunrise Period, the Limited Industry Launch and the Premium Name Allocation and Auction Period, and in such an instance will constitute a material breach to this contract. (3.9.1)

All Bild contents (c) 2005-2008, Manikel Oculan Scrulpes, U.C. Maniker is a substituty of Overnoo agricul rights reserved.

About Us | Site Map | DomainSlavez | Contact Us | Privacy Policy | Terms & Conditions

Register Domain Names with Montkey Online Services, ELC



WHOIS SA Toll-free: 1-800-688-6311 Moniker Support Center

HOME REGISTER DOMAINS TRANSPER DOMAINS | ORDER PRODUCTS | WEB HOSTING/ HAVE | BACKORDER DOMAINS PROMOTEYOUR STIE PARTHERS Rela Shopping Cart Status Center Fund Account My Domains My Account Domain Name Services . Hola

Dispute Policies

- 1. Purpose, This Uniform Domain Name Dispute Resolution Policy (the "Policy") has been adopted by the Internet Corporation for Assigned Names and Numbers ("ICANN"), is incorporated by reference into your Registration Agreement, and sets forth the terms and conditions in crimection with a dispute between you and any party other than us (the registrar) over the registration and use of an Internet domain name registered by you. Proceedings under Paragraph 4 of this Policy will be conducted according and use of an Internet domain name registered by you. Proceedings under Paragraph 4 of this Policy will be conducted according to the Rules for Uniform Domain Name Dispute Resolution Policy (the "Rules of Procedure"), which are available at http://www.com.org/ud/o/od/p-mass-zaocrop.ntm, and the selected administrative-dispute-resolution service provider's supplemental rules.
- 2. Your Representations. By applying to register a domain name, or by asking us to maintain or renew a domain name registration, you hereby represent and warrant to us that (a) the statements that you made in your Registration Agreement are complete and occurate; (b) to your knowledge, the registration of the domain name will not infringe upon or otherwise violate the rights of any third party; (c) you are not registering the domain name for an unlawful purpose; and (d) you will not knowingly use the domain name in violation of thy applicable laws or regulations. It is your responsibility to determine whether your domain name registration infringes or violates someone else's rights.
- 3. Cancellations, Transfers, and Changes. We will cancel, transfer or otherwise make changes to domain name registrations under the following circumstances:
- a, subject to the provisions of Paragraph B, our receipt of written or appropriate electronic instructions from you or your authorized agent to take such action;
- b, our receipt of an order from a court or arbitral tribunal, in each case of competent jurisdiction, requiring such action; and/or
- c. our receipt of a decision of an Administrative Panel requiring such action in any administrative proceeding to which you were a party and which was conducted under this Policy or a later version of this Policy adopted by ICANN. (See Paragraph 4(I) and (K) below-)

We may also concel, transfer or otherwise make changes to a domain name registration in accordance with the terms of your Registration Agreement or other legal requirements.

4. Mandstory Administrative Proceeding.

This Paragraph sets forth the type of disputes for which you are required to submit to a mandatory administrative proceeding. These proceedings will be conducted before one of the administrative-dispute-resolution service providers listed at http://www.mana.org/ndrp/acproved providers from (each, a "Provider").

- a. Applicable Disputes. You are required to submit to a mandatory administrative proceeding in the event that a third party (a "complainant") asserts to the applicable Provider, in compliance with the Rules of Procedure, that
- (i) your domain name is identical or confusingly similar to a trademark or service mark in whichthe completnant has rights; and
- (ii) you have no rights or legitimate interests in respect of the domain name; and
- (III) your domain name has been registered and is being used in bad faith.
- (iv) For the adjudication of disputes concerning or arising from use of the Registered Name, the Registered Name Holder shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts (1) of the Registered Name Holder's domicile and (2) where Registrar is located.

In the administrative proceeding, the complainant must prove that each of these three elements are present.

- b. Evidence of Registration and Use in Bad Faith, for the purposes of Paragraph 4(a)(iii), the following circumstances, in particular but without limitation. If found by the Panel to be present, shall be evidence of the registration and use of a domain name in bad faith:
- (f) circumstances indicating that you have registered or you have acquired the domain name primarily for the purpose of selling, renting, or otherwise transferring the domain name registration to the complainant who is the owner of the tredemark or service mark of to a competitor of that complainant, for valuable consideration in excess of your documented out-of-pocket costs directly related to the domain name; or
- (II) you have registered the domain name in order to prevent the owner of the trademark or service mark from reflecting the mark in a corresponding domain name, provided that you have engaged in a pattern of such conduct; or
- (III) you have registered the domain name primarily for the purpose of disrupting the business of a competitor; or
- (iv) by using the domain name, you have intentionally attempted to attract, for commercial gain, Internet users to your web site or other on-line location, by creating a likelihood of confusion with the complainant's mark as to the source, sponsorship, affiliation, or endorsement of your web site or location or of a product or service on your web site or location.

- c. How to Demonstrate Your Rights to and Legitimate Interests in the Domain Name in Responding to a Complaint. When you receive a complaint, you should refer to Paragraph 5 of the Rules of Procedure in determining how your response should be prepared. Any of the following circumstances, in particular but without limitation, if found by the Panel to be proved based on its evaluation of all evidence presented, shall demonstrate your rights or legitimate interests to the domain name for purposes of Paragraph 4(a)(ii):
- (i) before any notice to you of the dispute, your use of, or demonstrable preparations to use, the domain name or a name corresponding to the domain name in connection with a bona fide offering of goods or services; or
- (ii) you (as an individual, business, or other organization) have been commonly known by the domain name, even if you have acquired no prademark or service mark rights; of
- (iii) you are making a legitimate noncommercial or fair use of the domain name, without intent for commercial gain to misteadingly divert consumers or to tarnish the trademark or service mak at issue.
- d. Selection of Provider. The complainant shall select the Provider from among those approved by ICANN by submitting the complaint to that Provider. The selected Provider will administer the proceeding, except in cases of consolidation as described in Paragraph (1)
- e. Initiata a of Krucecoung and Process and Appointment of Administrative Panel. The Rules of Procedure state the process for miliating and conducting a proceeding and for appointing the panel that will decide the dispute (the "Administrative
- f. Consolidation. In the event of multiple disputes between you and a complainant, either you or the complainant may petition to consolidate the disputes before a single Administrative Panel. This petition shall be made to the first Administrative Panel appointed to hear a pending dispute between the parties. This Administrative Panel may consolidate before it any or all such disputes in its sole discretion, provided that the disputes being consolidated are governed by this Policy or a later version of this Policy adopted by ICANN.
- g. Fees. All fees charged by a Provider in connection with any dispute before an Administrative Panel pursuant to this Policy shall be paid by the complainant, except in cases where you elect to expand the Administrative Panel from one to three panelists as provided in Paragraph 5(b)(iv) of the Rules of Procedure, in which case all fees will be split evenly by you and the complainant.
- h. Our Involvement in Administrative Proceedings. We do not, and will not, participate in the administration or conduct of any proceeding before an Administrative Panel. In addition, we will not be liable as a result of any decisions rendered by the Administrative Panel.
- i. Remedies. The remedies available to a complainant pursuant to any proceeding before an Administrative Panel shall be limited to requiring the concellation of your domain name or the transfer of your domain name registration to the complainant.
- 5. Notification and Publication. The Provider shall notify us of any decision made by an Administrative Panel with respect to a domain name you have registered with us. All decisions under this Policy will be published in full over the Internet, except when an Administrative Panel determines in an exceptional case to redact portions of its decision.
- k, Availability of Court Proceedings. The mandatory administrative proceeding requirements set forth in Paragraph 4 shall not prevent either you or the complainant from submitting the dispute to a court of competent jurisdiction for independent resolution before such mardatory administrative proceeding is commenced or after such proceeding is concluded. If an Administrative Panel decides that your domain name registration should be canceled or transferred, we will wait ten (10) business days (as observed In the location of our principal office) after we are informed by the applicable Provider of the Administrative Panel's decision before implementing that decision. We will then implement the decision unless we have received from you during that ten (10) business day period official documentation (such as a copy of a complaint, file-stamped by the clerk of the court) that you have commenced a lawsuit against the complainant in a jurisdiction to which the complainant has submitted under Poragraph 3(b)(xiii) of the Rules of Procedure. (In general, that jurisdiction is either the location of our principal office or of your address as shown in our Whols database. See Paragraphs 1 and 3(b)(xill) of the Rules of Procedure for details.) If we receive such documentation within the ten (10) business day period, we will not implement the Administrative Panel's decision, and we will take no further action, until we receive (i) evidence setisfactory to us of a resolution between the parties; (ii) evidence setisfactory to us that your lawsuit has been dismissed or withdrawn; or (iii) a copy of an order from such court dismissing your lawsuit or ordering that you do not have the right to continue to use your domain name.
- 5. All Other Disputes and Litigation. All other disputes between you and any party other than us regarding your comain name registration that are not brought pursuant to the mandatory administrative proceeding provisions of Paragraph 4 shall be resolved between you and such other party through any court, arbitration or other proceeding that may be available.
- 6. Our Involvement in Disputes. We will not participate in any way in any dispute between you and any party other than us regarding the registration and use of your domain name. You shall not name us as a party or otherwise include us in any such proceeding. In the event that we are named as a party in any such proceeding, we reserve the right to raise any and all defenses deemed appropriate, and to take any other action necessary to defend ourselves.
- 7. Maintaining the Status Quo. We will not cartel, transfer, activate, deactivate, or otherwise change the status of any domain name registration under this Policy except as provided in Paragraph 3 above.
- 8, Transfers During a Dispute.
- a. Transfers of a Domain Name to a New Holder, You may not transfer your domain name registration to another holder (I) during a pending administrative proceeding brought pursuant to Paragraph 4 or for a period of fifteen (15) business days (as observed in the location of our principal place of business) after such proceeding is concluded; or (ii) during a pending court proceeding or arbitration commenced regarding your domain name unless the party to whom the domain name registration is being transferred agrees, in writing, to be bound by the decision of the court or arbitrator. We reserve the right to concel any transfer of a domain name registration to another holder that is made in violation of this subparagraph.
- b. Changing Registrars. You may not transfer your domain name registration to another registrar during a pending administrative proceeding brought pursuant to Paragraph 4 or for a period of fifteen (15) business days (as observed in the

tegister Domain Names with moniker.com

location of our principal place of business) after such proceeding is concluded. You may transfer administration of your domain name registration to another registrar during a pending court action or arbitration, provided that the domain name you have registered with us shall continue to be subject to the proceedings commenced against you in accordance with the terms of this Policy. In the event that you transfer a domain name registration to us during the pendency of a court action or arbitration, such dispute shall remain subject to the domain name dispute policy of the registrer from which the domain name registration was transferred.

9. Policy Modifications.

We reserve the right to modify this Policy at any time with the permission of ICANN. We will post our revised Policy at www.moniker.com/help/newpolicy.jsp at least thirty (30) calendar days before it becomes effective. Unless this Policy has already been invoked by the submission of a complaint to a Provider, in which event the version of the Policy in effect at the time It was invoked will apply to you until the dispute is over, all such changes will be binding upon you with respect to any domain name registration dispute, whether the dispute arose before, on or after the effective date of our change. In the event that you object to a change in this Policy, your sole remedy is to cancel your domain name registration with us, provided that you will not be entitled to a refund of any fees you paid to us. The revised Policy will apply to you until you cancel your domain name registration.

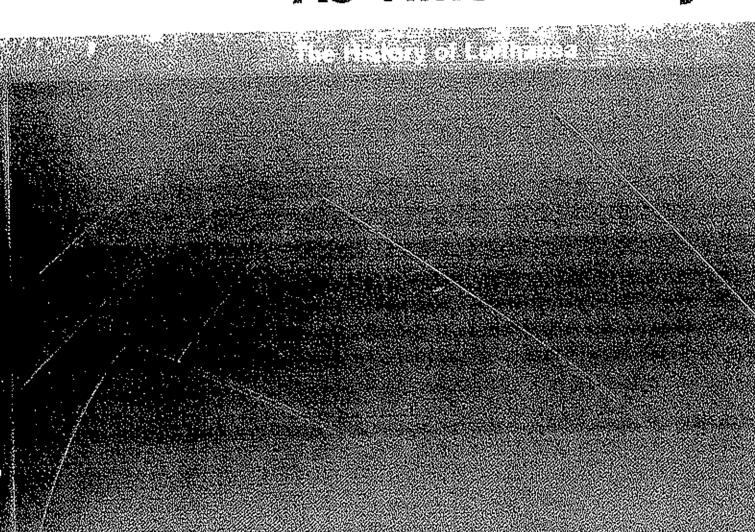
AB site contents (c) 2000-2008, Monitor Ordine Services, LLC. Monitor to a subsidiary of Overson ARAB dights renewed.

About Us | Sits Map | DomainWorz | Contact Us | Privacy Policy | Yerms & Conditions

Register Domain Romas with Montkey Online Services, LLC

TAB E

As Time Flies By





"Luft Hanse," written as two words until 1938 and then as one - Luithansa was to become a byword in international air transport. The airline's name and its crane symbol soon stood for technical precision, safety in flying and comprehensive pilot training for flying in bad weather and low visibility. Supported by the German Reich, Luffhanca managed to create the first air links to the Far East and South America.

With Lufthansa, this unified environly promising to make flying more prolitable and efficlent, the often adventure rus era of postwar aviation drew to a close. Now, the new carrier represented the search for feasible forms of air transport, which first had to win its place in the market against compelition from a dense railway network, operating day and night.

But above all, public skepticism - or even lear - had to be overcome and trust needed to be built. This led Lufthansa to offer fips like this one to its passengers; "After your flight, do not try to play the role of the hero before your friends and neighbors, Courage has not been a necessary part of air travel for some time now. But you can do air transport a service by enlightening those who are a bit behind the times and still consider a trip by air to be a dangerous, sensational event,"

First and foremost: Safety

As the new company's organization was streamlined and its outdated likel gradually modernized, communications instruments were improved and reliable air navigation services were set up by the authorities. Safety was now the number one priority - which had not been the case in military flight operations, from where most pilots came. In the beginning, flying nearly came to a complete half during the winter months, it took a number of years before civil aviation made its first tentative steps into the harsher season, with its adverse conditions such as fog and snow. At one point, there were ever aliciall equipped with skis instead of wheels.

A ploneering era: The first night-operated routes placed the highest demands on flight crews, as aircraft equipment remained within almost primitive limits - merely illuminating cockpå instruments was a problem. Along these routes - from Berlin to Hanover and to Königsberg - floodlights had been installed and sites for emergency landings had been prepared at regular intervals. As the operation of night flights expanded, the carriage of mail increased, giving Luthansa an important competitive edge over the relivage, in the wake of Luthansa's successful night mail services, the European postal administrations agreed to an international network of night lights.

Lufthansa

Free Whipedia, the tire encyclopedia

Deabshe Lefthausa AC () Sirk DECO(\$232125

(http://doitch-boerts.com/dbig/dispus/ver/tg/gdb_dav/gation-ton_interion-20_The_Shard/Q_Price?module—InOvervion_Equid.pp=Dispus_22212/28/distanges_Equid.pp=Dispus_22212/28/distanges_Equid.pp=Dispus_22212/28/distanges_Equid.pp=Dispus_22212/28/distanges_Equid.pp=Dispus_22212/28/distanges_Equid.pp=Dispus_22212/28/distanges_Equid.pp=Dispus_22212/28/dispus_222212/28/dispus_222222/dispus_222222/28/dispus_222222/28/dispus_222222/28/dispus_222222/28/dispus_222222/28/dispus_222222/28/dispus_222222/28/dispus_222222/28/dispus_222222/28/dispus_2222/28/dispus_22222/28/dispus_22222/28/dispus_22222/28/dispus_22222/28/dispus_22222/28/dispus_22222/28/dispus_22222/28/dispus_22222/28/dispus_22222/28/dispus_22222/28/dispus_22222/28/dispus_22222/28/dispus_22222/28/dispus_222222/28/dispus_22222/28/dispus_222222/28/dispus_22222/28/dispus_22222/28/dispus_222222/28/d medienal trading group).

desimions. When the second-largest pleaconger sittins float in the world, when combined with Lufdmans Cityline, Ast Dolomit, Betowings, Germanwings, Augsburg, Ainvays, Comman Ais, and SWISS, operating 529 sistend. The sidine is the Central fieg carrier and the world's sixth largest sidine in news of overral passengers carried, operating services to 200 destinations in 100 countries. Together with its partners Lufthausa services over 410

Luftheres is based in Cologne. Its main buse and primary usfift hub is at Frankfur International Airport in Frankfurt am Main with a second hub at Munich International Airport [1]

Lufburs is storicing number of Star Alliance, the langualistics alliance for Alliance was formed in 1997 together with Thai Arrays, United Airlines, Air Caracta and Searchtories Airline Systems. Star Alliance has now 17 members, The Luffaces Group operates from that Athenais and 100 single members, The Luffaces Group operates from that Athenais and 100 single members are also as a single members. The Luffaces Group operates from that Athenais and any 100 single members are also as a single members.

Contents
* i History

- 3 History of the triand 2 Substidianies
 - 4 Destinations 38
- 5.1 Lufthansa Cityline 5.2 Lufthansa Carps 6 Livery
 - 7 Accidence and incidence 8 See ed to
- 9 References
- 10 External links

History

The compay was founded on 6 January 1926 in Bedia, fellowing a neutral tetorical "Deutsche Auto Lloyd" (DAL) utitiblens Luthreckels ⁽²⁾ The company's original name was Deutsche Last librar Aktiongevellychast.
Lathansa in ora word has been used since 1933. As soon in the decouncetary, Triumph of the Will, Lathansa was always the favories of the delibrary was the official titings of the Nail party (NSDAP). On Deutsche Last Hussa, on behalf of the Comman government, or a growth at Spanish government and air service between the two countries. This included a capital invasion to establish an sir company that would eventually become Iberia.

in the years prior to World War II, the company picnocect routes to the East and serves the North Atlantic and the South Adamsia, wing a large float of security Domier, Junkers, Heinkel, Foots-Wulf and other German-Leigned about the Mannes was only able to analyze to analyze the cushcest of war in 1939, Lofthauss was only able to analyze to according to according to according to according to analyze to analyze the cushcest of war in 1939, Lofthauss was only able to analyze to according to according to according to analyze the cushcest of war in 1939, Lofthauss was only able to analyze the cushcest of war in 1939, Lofthauss was only able to analyze the North Adams, and the Indian Pransconting of the Company of the Com company competed vigorocaly in South America. [1] Homeroe, all service was suspended by Lufthanes following Germany's defeat in 1945.

Lufbares was receased on 6 leneary 1953 as Aktiong medited by The Lufbares of Lufbares and War II. On 1 April 1955 Lufbares resinced scheduled service within Germany. International operations stands on 15 May 1955, with Highes to the Lufbares founded in 1976 and which textends and texter World War II. On 1 April 1955 Lufbares resinced scheduled service within Germany. International operations stands on 15 May 1955, with Highes to poirts is Europe, followed by service to New York on 8 hune using Lockhoddyper Corstellations. South Adantic routes were resumed in August 1956.

East Generay stterpted to escubish is own airline in the 1950s using the Luthansa name, but this resulted in a dispute with West Gennery, where the distinct was already operation, East Cermeny tenamed its national airline to interfug, which exasts operations in 1991. Luthansa was based from Mying into West Berlin until the committee to give committee.

is 1959, Lufthans placed an order for four Booing 1075, weed to conclude from Frankfur to Now York in Musch of 1960, Boeing 720an take bushed to back up the 707 Beet. in February of 1961, Far Ezel touins were cuended boyond Bangkok, Thaiband to Hong Kong and Tolyo. The citica of Legoa, Nigeria addibaticabung. South Africa were edded in 1962.

Laftranz introduced the Bering 727 find service in 1964 and in May of the same you they degen the Polut route from Franklan to Tokyo. In Pedracy of 1965, the company placed an order for liventy-one Bosing 737 medium-had jets, which were introduced into service in 1968.

Luthanes wer 1971-160s (the others and also bough the largest number of Boeing 737 sircell, and was one of only four boyers of the new 737-160s (the others were NAS). Makeysia-Singapore Airlines and Avianca were the first constructed, it was the lost delivered and ediginally introded for delivery to Luthansa). In doing 40, Lathansa became the first constructed, it was the lost delivered and ediginally introded for delivery to Luthansa). In doing 40, Lathansa became the first constructed, it was the lost delivered and ediginally introded for delivery to Luthansa). In doing 40, Lathansa became the first constructed, it was the latest constructed and ediginally introded for delivery to Luthansa). In doing 40, Lathansa became the first constructed, it was the latest constructed and ediginally introded for delivery to Luthansa 10, Lathansa became the first constructed and also became the first constructed and also became the first constructed and an edition of the latest and an edition of the The beginning of the wide-body or a far Lufthansa was marked with the insurancel Bosing 747 flight on April 26, 1970. In 1971 Lufthansa began service to South America, in 1979, Lufthansa and Swinkart leaunch cassamens for

The company's major fleet renovation and modernization programms for the 1996s begins A321, Airbus A321, with an order for filtern A320s and seven Airbus A321, A the advanced sow Mithus A310, with an order for twenty-five airtieff.

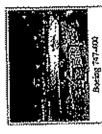
Lothears edepted a new corporate idonally in 1942. The fleet was given a new livery while estims, city offices and sirpor founges were redesigned.

On 28 Ocnober 1950, 25 days after reunlification, Berlin Decoune a Lufthanse descharion again. On 18 May 1997 Lufthanse, Aft Casseda, Scandinavian Airlines, Thai Airvays and United Addines formed the Star Alliance, the world's first multifaceral airline alliance

in 2000 Air One decemen primer sichte of Lachdarse and meany all Air One flights are cookstaned with Lachbarra. In hane 2003, Lathbarra opened Terminal 2 at Mainch's Franz local Schad international Airport to relieve its usun hub, Franking, which was suffering from capacity constructs. It is one of the first arminals in Europe partially owned by an aufline.

Oo 17 May 2004, Lushkansa became the feunch customes for the Connexion by Docing in-stight anists coentaivity service.

Or 12 Much 2005 SWISS piersed with Luthausa Aidies. The morger incloded the provision that the majority shareholders (Ore Swiss government and large Swiss companies) be offered payment



if Lathbana's starp price outperforms as sitting index contrag the years following the merger. The two companies will continue to be the separately.

Oo 5 December 2006, Luthkarss piscod an order for 20 Booing 747-8 ottlicers, becoming the buseoft customer of the type.

Ligharus is owned by private invertors (88.5254), MGL Gesetlschaft for Laftverhahrnwerd (10.0574), Decisible Posidork (1.0374) and Decisible Bank (0.476) and has 37,042 employees (at March

in August 2007, Lullianca signed a patracritip with Kazakduan (leg carrier Ari Assens to cropsed the flight offering for exercises of buth companies. On December 14, 2007, Lulliansa uncounced that it would bay 19% of the American carrier Jeshlue. [4]















· Condor, a chanter cerrier, of which Lulbanes holds 24.3% Luthensz bolds 13% of Lucsit.

. 49% of Eurowings, but fall control, a regional carrier wholly orating Germannings low-cost subsidiary operating short-had point-to-point flights from a number of Desert in Certainy

• Lufthares Flight Training, a provider of Algha crow Uniquip services to various airlines and the main training arm for the Aufine's own pilots

- LSG SNy Chefs, the world's largest airline caterer, which accounts for one third of the world's airline neads

Luthanes Regional, a brand operated by an elliance of several strait regional citiess, including Lathanes Chylina

Lubbansa Civiling, a tegetal curic, wholly owned by Lulbansa

Lufthansa Systems, largest European avietion II provides

Lufthans Technik, sinces menterance providers

Lufthanna Cargo, Bight logistics company

Delvag, an incurence company specializing in air mensport

Air Dolomiti, an airline based in Trieste, Italy

SunExpress, Autine Asod in Antalys, Turkey, 50% expeed by LaSbanes (50% Turkith Aidines) Swiss international Att Lines, an aidish based in Zunich, Switzerland owned by Lufthausa

in eddition to its main operation, Lufthans has subsidialies. The most important sit:

Subsidiaries

30%, minus 1 stare, of SNE, a UK airline

 Lathauss Commercial Holding, containing over 400 service and insuree companies of which Lathauss holds shates Luftbares has 19% of sake in Jeiffwe, [5]

History of the brand

The Lubbarsa logo, an encircled ceare in flight, was created in 1918, it was part of the livery of the first German aidine, Destoche Lubbarsa logo, an encircled ceare in a fight, was created in 1926 Lubbarsa adopted this symbol from Aero Lloyd AG, which merged with DLR in 1923. The enginal creates of the name Laftenes is policined to be F.A. Fischer von Potuzyn, in 1925 he published a book entitled "Luft Hansa" which exemined the options open in artifica policymakens of the time. Luft Hansa was the name given to the new airline which resulted from the merget of Junktors Luftverkels AG and Deutscher Acro Lloyd $^{\mathrm{RJ}}$

Destinations

Further information: Lafthonsa destinations

Fleet

Lufthansa operates the following sinnaft as of Occober 2009;^[6]



Noors

Reutes

(first)Basens thecomy)

ń

Aintaft

Airbus A300-609R

Airbaz A319-180

AHIS A328-200

Lufthansa Fleet



(22) (848/165)

(14 exders) 190° 10 (5 exders) 221 (8%

Airbes A321-109/200

Airbus N330A308

(23 orders) 132* 36 36 (25 orders) 156*

200000000000000000000000000000000000000	(3 execus)		
Nithus A349-399	8	265 (44722) 221 (5487165) 247 (8421197)	!!=!!=
Airbas A340-839	17 (7 orders)	345 (64273) 359 (844347)	
Aubas A350-809	(15 erdes) (18 epsters)		Entry into service: 2009
Arto 2355	*		Operated by Caylate
Bosing 737-300		127*	
Boxteg 737-560	p,	1111	
Bootag 747-493	S.	330 (16/6/234)	
Bocing 147-8	(20 orders) 420 (20 options)	430	Lauch cuttorett Entry iste service 2010
Boerbardor CR3-160/200-26	26	.05	Operated by Chrise
Berricarder CRJ-309	20	.50*	Operated by Crayline
Bornbarder CN-990	(12 ((15 orders)	*54	Operated by Cityrian
Entract 193	(30 systems)		Entry into service: 2028

Pira Cert is offered absact smut interressed flights. Start their eiteraft have Besican Cars serving amount by demand.

As of November 2007, the average age of the Lufthansa fleet (Cityline and Cargo included) was 8.4 years.

in winter 2007, Luithausa has began fitting on-denand Aight catacalanean in all economy class sears of its long-heat niceal. [7]

Lufthansa Cityline

The fleet of Latheuse Cityline consists of

- Arto R485: 18
 Bombarder CR4200: 26
 Bombarder CR3700: 20
 Bombarder CR3900: 12 (15 on order)
 Borberter 190: (30 on order)

Lufftsassa Cargo

The freet of Lufthansa Cargo consists of.

- McDonnell Dougles MD-11F: 14
 - McDonnell Douglas MD-11SF; 5

The Luthansa proup holds the second diggest floer of aircraft in the world and is the lurgest non-American viraest operafor.

Livery

Luthausts thray is a Europhite solutine, composed of primarily white with this and yellowforange solution. A bare metal threty was proposed during the 1960s, disp a yellow tell-belly-engines with silver tiles in the laste 1980s. only one 137 and one A310 ever carried this livery?

Accidents and incidents

This iin is incomplent, you can help by expanding it (hilp://en.witspedia.org/nindex.php?inie.wLoghensedartion=edit)

- Hull-less Activents 61 with a total of 262 fatalities^[8]
- 11 January 1959 a Lockhood L-1049GRuper Constribution earners from Hundurg, Germany crashed into the beach in Rio de Janeiro, Brazil while descending in heavy min. 36 people died, 3 survived.
 22 January 1966 Lathense Flight 905, eCornelic CV 440 enabled on leading after on approach in bed weather and tow visibility in Bremon, Cermany. All 46 payeles, 3 and crow on board for their lives.
 20 November 1974 Luthbanes Flight 540, a Boeing 347-130 enabled shortly after these of 157 on board lost their lives. It was the first enach of a fix thing 747.
 - - 26 Joly 1979 Luthanca Cargo Flight 527, a Boeing 787-338C created after take-off in Rio de Jarceto, Brazil, killing 3 crew members.
- 14 September 1993 Flight 2984, an Alibes A320 corning from Frankfurt and A8th with 70 people, crashed into an earth wail at the end of the runway. The copiest and a passenger died. (1) (http://www.rrs.uni-bielefeld despublications/Rock/Warsaw/warsaw-teport.html).
 A paly 1999 Luftisman Carpo India Flight 3533, a Boeing 727-200F, crashed after take-off in Kalturandu, Killing 5 craw members.
- 13 October 1977 Luftharsa Fight 181, a Boxing 737, was hijzeked and the captain mondared, but all other even members and all the passengers were freed \$2505/vilen a Coeman counter-contribun face (CSG 9) HANCESHIE
- 19 February 1993 A Luckherra flight from Frankfirm to Chiro was hijroked by a 26-year old Ethiopian man who diverted it to the United Salibat bijacker, who was pilogeofty socking political asylum, surrendered to authorities upon strived authority frankfirm Airport in New York City
- * 25 March 2007 Luthbacks Filght 584, (58.358570A 8919) emondrankfur Cato made an exergency lending issegrade, Serbia due to smoke coming from one of the orboard cabin systems. 213 passengers and 11 eren were onboard the Airbus A300-600 eincraft with coly one passeager needing to bo treated for smoke intuition and breathing difficulties

See also

- Au Dolostali
- Augsbutg Aurozys
 - Contract Act
- Eutewings
 Lufthards Cargo
- Laffhansa CityLine
 - Lufthersa Heisa धास्तीएड
 - SWISS
- Switter
- Chassait
- History of Iberia Antited
 - Air Berdin
 - Sunfactoria

References

- 1. Ad Ber Diseasery, World Addieses. Fitth Instructional, 2007-01-03, p. 197.
-], 1681.elbers (Junick (htyskosen lekksos centerlankeder jerigeschickerakerkarder dam)
- (1) Jacopy 1941) * Sedis Coe Suice. Fore Magneton Restricted to Notivolvit.
 * Uniformed and Ale Aston to store a parametrial (Ampliture-Control and Action Action Restricted to Aston to the Control and Ale Aston to the Control and Ale Aston than the Control and Ale Aston than the Control and Aston than the Control and
- 5 of 6

External links

Anna from agent of farmades to the state states

), *** Luthins is obeat survice if the coscary (Amelowa Egylyckel carditricus) (Amelocal Salas Charles especial Charles of Amelocal Charles of Ame

Lothers Emplower, hubbars com)
 Lufbars 1984 (attoliwer, ichasseus com)
 Lufbars Fleet (http://www.sicfloce.ae/flotesic/Lufbars.htm)

Remiered from "btdp://en.wikipedia.org/wikiril.uffbansa"

Cangorius: Companies istud on the Frankfurt Stock Exchange | Incomplete listikar Alliance Addines of Gorwany | Luthrara Addines catablehod in 1954 | Corman baseds

This page was last modified 14:17, 6 Jacuny 2008.
 All eart is available under the terms of the CAU Free Documentation License. (Son Copyrights for éclasis.)
 Whisperiat is available undernark of the Wikkmasja Foundation, Inc., a U.S. régisseed 501(6)(the-dockstrible nongroffi charity.

TAB F



Airline Members

Search for Airline

Search result for : IATA Designator - In

Airline? #C	IAVA Designator	3-Digit Code	ICAO Designator	Country
Lufthansi	ĻН	220	DLH	Germany
Von-Gablenz-Skasse 2-6 Cologne, North Rhine-Westphalla Germany D-50884				
http://www.lufithense.com/	1.14	020	GEC	Gemany

IATA Designator: * Controlled duplicate



History - part 1

Introduction

Early Days

Growth and Development

A Tyro Tier IATA

From a New Trade Association to a New Strategic Thrust

Ensuring the viability of air transport for the new century and millentum

IATA - The International Air Transport Association - was founded in Havana, Cuba, in April 1945, it is the prime vehicle for inter-pidine cooperation in promoting safe, reliable, secure and economical air services - for the benefit of the world's consumers. The international scheduled air transport industry is now more than 100 times larger than it was in 1945, Few industries can match the dynamism of that growth, which would have been much less spectacular without the standards, practices and procedures developed within IATA.

At its founding, IATA had 57 members from 31 nations, mostly in Europe and North America, Today it has some 240 members from 126 nations in every part of the globe.

The modern IATA is the successor to the International Air Traffic Association founded in the Hague in 1919 - the year of the world's first international scheduled services.

Next: Early Days



IATA at the Air Transport Industry's side

Air transport is one of the most dynamic industries in the world. The international Air Transport Association (IATA) is its global trade organisation.

Over 60 years, IATA has developed the commercial standards that built a global industry. Today, IATA's mission is to represent, lead and perve the afriline industry. Its members compales some 240 airlines - the world's leading passenger and cargo airlines among them - representing 94 percent of scheduled international air traffic.

Representing...

IATA seeks to improve understanding of the industry among decision makers and increase awareness of the benefits that aviation brings to national and global economies. It fights for the interests of airlines across the globe, challenging unreasonable rules and charges, holding regulators and governments to account, and striving for sensible regulation.

Leading...

IATA's aim is to help eitlines help themselves by simplifying processes and increasing passenger convenience while reducing costs and improving efficiency. The groundbreaking <u>Simplifying the Business</u> initiative is crucial in this area. Moreover, safety is IATA's number one priority, and IATA's goal is to continually improve safety standards, notably through <u>IATA's Operational Safety Audit</u> (IOSA). Another main concern is to minimise the impact of air transport on <u>environment</u>.

Serving...

IATA ensures that people and goods can move bround the global siding network as easily as if they were on a single siding in a single country. In addition, it provides essential professional support to all industry stakeholders with a wide range of products and expert services, such as publications, training and consulting. IATA's financial systems also help carriers and the travel industry maximise revenues.

... For the benefit for all parties involved:

For consumers, IATA simplifies the travel and shipping processes, while keeping costs down. Passengers can make one telephone call to reserve a licket, pay in one currency and then use the ticket on several airlines in several countries. IATA allows airlines to operate safely, securely, efficiently and economically under clearly defined rules.

IATA serves as an intermediary between airlines and passenger as well as corgo agents via neutrally applied agency service standards and centralised financial systems.

A large network of industry suppliers and service providers gathered by IATA provides solid expense to airlines in a variety of industry solutions.

For governments, IATA seeks to ensure they are well informed about the complexities of the aviation industry to ensure better, long-term decisions.



IATA's Industry Priorities for 2008

Safety

Implement IATA Safety Audit for Ground Operations (ISAGO), conducting at least 60 station audits and 8 headquarters

Develop plan to address future eitline training and qualification requirements

Environment

Achieve a reduction of at least 6 million tonnes of GO2 from operations and infrastructure implement a strategy to reach carbon neutral growth Develop standards and guidelines for an industry carbon offset programme and pilot it with at least 6 strings in four different regions

Simplifying the Business

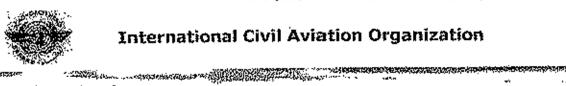
Achieve 100% <u>6-Tickelling</u> penetration in IATA Billing and Settlement Plan (BSP) on 1 June 2008 and implement a programme to eliminate remaining paper documents by developing an electronic multi-purpose document (EMD) Ensure 130 pirports offer Common Use Self-Service (CUSS) facilities by end 2008 and that 200 skillnes are 8er Coded Boarding Pass (BCBP) enabled implement e-freight pilots at 8 additional locations (14 total) by end 2008 Conduct 2 pilots in each area of Fast Travel Launch the Boggage management improvement Programme (BIP) at 6 sirports

Financial

Achieve savings/cost avoldance of \$1.5 billion in industry taxes, charges and fuel fees, including at least \$800 million in rest cost reduction

Launch four new initiatives to reduce strine costs and improve service,

Français | ICAO Home | Contact ICAO | FAQ | Search ICAO | Site Index



International Civil Aviation Organization

STRATEGIC OBJECTIVES OF ICAO	Key Activities
	Strategic Objectives
o Current	Flight Safety Information Exchang (PSIX)
The International Civil Aviation Organization, a UN Specialized Agency, is the global forum for civil aviation.	Aviation Safety
ICAO works to achieve its vision of safe, secure and sustainable development of civil aviation through cooperation amongst its member States.	Aviation Security Environment
To implement this vision, the Organization has established the following Strategic Objectives for the period 2005-2010:	Splety and Security Audite
A. Sefety - Enhance global civil aviation safety B. Security - Enhance global civil aviation security C. Environmental Protection - Minimize the adverse effect of global civil aviation on the environment D. Efficiency - Enhance the efficiency of aviation operations E. Continuity - Maintain the continuity of aviation operations F. Rule of Law - Strengthen law governing international civil aviation	
Title Language Subjectives of ICAO for 2005-2018 en. fr as rular zh	· ·
o Previous	1
Strategy - Golding International Civil Aviation into the 21st century on freezing are in (1997) Strategic Objectives [endresimilar at]	:
Strategic Objectives [en:friestru] or zh: en - English fr - Français es - Español ru - Pycoun or - wo zh - 中文	